

## PDL SPARKIES OF... PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to New Zealand residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
6. Promotions are only available for a limited time only. This Promotion is valid for 14 days from the day the post was made and will expire at the end of the 14 days. (**"Promotional Period"**).
7. To enter, individuals must complete the following steps during the Promotional Period:
  - Locate a post related to this promotion on Facebook "Sparkies of (region)" page.
  - Follow the instructions in the caption of the post.
  - Submit your comments on the post.
8. Only one (1) entry is permitted per person.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will be selected at the expiry of the Promotion Period. The Promoter may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The winner will be notified by in writing within two (2) business days.

14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win the merchandise described in the post.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
17. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value of the promotion is \$500.
19. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. The Promoter makes no representation or warranty about the fitness for purpose or merchantable quality of the Prize.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Nothing in these Terms and Conditions exclude or limit the application of any statutory provision (including a provision of the Consumer Guarantees Act 1993) where to do so would contravene that statute or cause any part of these terms and conditions to be void ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the

Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use / taking of the prize.

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26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.se.com/nz/en/about-us/legal/data-privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the New Zealand Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the New Zealand Privacy Principles and agree that the Promoter is not liable in this regard.
27. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by laws.
28. The Promoter is Schneider Electric (New Zealand) Pty Ltd (NZBN 9429036999224) of Level 2, Building 6, 64 Highbrook Drive Highbrook, Highbrook, East Tāmaki, Auckland 2013, New Zealand ("Promoter").