

CNW Electrical & NHP National Promotion 2022

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. The Promoter is CNW Pty Ltd (ABN 48 009 669 836) of 675 MacArthur Avenue Central, Pinkenba QLD 4008, telephone: (07) 3907 8388 ("CNW").
4. Entry is only open to Australian businesses with a valid ABN (each an "Eligible Business").
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 1st cousin.
6. Participation in the Promotion is only available to persons over 18 years of age.
7. The promotion commences on Tuesday 01/03/2022 and concludes at 11:59 pm AEST on Saturday 30/04/2022 ("**Promotional Period**"). All times referred to herein are AEST, as applicable in QLD.
8. To be eligible to enter via the spend entry method, an authorised representative on behalf of an Eligible Business, must spend the following during the Promotional Period (collectively referred to as a "**Qualifying Transaction**"):
 - **Spend Entry**
Each \$250 (exclusive of GST) spent in a single invoice on Eligible NHP Products (as defined below) during the Promotional Period will earn a single entry into the draw (e.g. spend \$800 in a single invoice and earn 3 entries)

'Eligible products' are Participating products include all NHP Concept Panelboards including manufactured boards, all MOD6 and DinT circuit protection and all NLine switching products' products purchased through CNW Electrical Wholesale.
9. All products must be invoiced/purchased within the promotional period except manufactured Panelboards, which must have a requested delivery date no later than 1st July 2022.
10. Upon making their Qualifying Transaction, a CNW staff member will then enter the Eligible Business into the draw. In accordance with the number of entries applicable to their Qualifying Transaction. The Eligible Business will be required to provide their contact details (including but not limited to the authorised representative's full name, telephone number, email address and ABN for the Eligible Business) to the staff member for the purposes of their entry.
11. CNW is not responsible for failure to receive any entry for any cause beyond its control.
12. Eligible Businesses must retain their original purchase receipt(s) and/or invoice(s) for all entries as

proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of CNW, result in invalidation of ALL of an Eligible Business' entries and forfeiture of any right to a prize. Purchase receipt(s) and/or invoice(s) must clearly specify the store of purchase, the purchase amount and the date of purchase.

13. CNW reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any individual who CNW 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 CNW's discretion. Failure by CNW to enforce any of its rights at any stage does not constitute a waiver of those rights. CNW's legal rights to recover damages or other compensation from such an offender are reserved.
14. If there is a dispute as to the identity of an Eligible Business, CNW reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
15. There will be two hundred and twenty eight (228) draws conducted for this promotion, with two hundred and twenty five (225) minor prize draws ("**Minor Draws**") and three (3) major prize draws ("**Major Draw**"). Entries into each draw will open and close on the dates and times specified in the table below.
16. The 'Minor Draw' will be conducted weekly by drawing 5 (five) eligible entrants from the entrants received that week in each of the respective pools (CNW Branches) as set out below:

Pool 1	Pool 2	Pool 3	Pool 4	Pool 5
Murarrie	Scoresby	Alexandria	Osborne Park	Mackay
Archerfield	Croydon	Smeaton Grange	Wangara	Cairns
Slacks Creek	Launceston	Orange	Malaga	Townsville
Bowen Hills	Geelong	Coffs Harbour	Myaree	Emerald
Geebung	Clayton	Maitland	Redcliffe	Rockhampton
Southport	Hobart	Warners Bay	Karratha	Mt Isa
Oxenford	Lonsdale	Broadmeadow	Maddington	Toowoomba
Burleigh	Kent town	Ballina	Bunbury	Ipswich
Nerang	Beverley	Port Macquarie	Geraldton	Hervey Bay
Warana	Edwardstown	Fyshwick	Balcatta	Gladstone
Enoggera	Pooraka	Wollongong	Port Hedland	Chinchilla
Hendra		Caringbah		Darwin
Kunda Park				

17. All Minor Prize Draws will take place on the dates specified in the table below. The Major Draws will take place in the presence of an independent scrutineer in 675 Macarthur Avenue Central, Pinkenba QLD 4008 on Monday 9th of May 2022 at 11:00 am AEST. CNW may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winning Eligible Businesses will be notified in writing within five (5) business days of the applicable draw and their names published online at www.cnw.com.au/NHPSwitchOn_SwitchOff2022 from the dates specified in the table below.

Draw	Entries Open	Entries Close	Draw Date	Publication Date
Weekly Minor Draw 1	01/03/2022	11:59pm 6/03/2022	07/03/2022	8/03/2022
Weekly Minor Draw 2	07/03/2022	11:59pm 13/03/2022	14/03/2022	15/03/2022
Weekly Minor Draw 3	14/03/2022	11:59pm 20/03/2022	21/03/2022	22/03/2022
Weekly Minor Draw 4	21/03/2022	11:59pm 27/03/2022	28/03/2022	29/03/2022
Weekly Minor Draw 5	28/03/2022	11:59pm 03/04/2022	04/04/2022	05/04/2022
Weekly Minor Draw 6	04/04/2022	11:59pm 10/04/2022	11/04/2022	12/04/2022
Weekly Minor Draw 7	11/04/2022	11:59pm 17/04/2022	18/04/2022	19/04/2022
Weekly Minor Draw 8	18/04/2022	11:59pm 24/04/2022	25/04/2022	26/04/2022
Weekly Minor Draw 9	24/04/2022	11:59pm 30/04/2022	1/05/2022	2/05/2022
Major Draws			09/05/2022	15/05/2022

18. Participating CNW Branches:
QLD:24, NSW: 12, ACT:1, WA:11, NT:1, VIC:4, SA:5, TAS:2
19. CNW's decision is final and no correspondence will be entered into.
20. Each valid entry drawn in each 'Minor Draw' will win one of the following in the table below. Total prize value is up to \$11,250 nationally.

Prizes	Price (including GST)	National Total	State (SA) Total
Prezzee Cards	\$50	\$ 11,250	\$2250

21. The valid entries drawn in the Major Draw will be eligible to select from the listed Major Prize(s) of a either one (1) Tradie Trailer (Pro Trade Series Tradesman Trailer (PT85)) valued at \$21,000 or one (1) Jayco Swift Camper Trailer valued at \$25,000 or one (1) Seadoo Fish Pro valued at \$19,609. The maximum total Major Prize value is up to \$75,000 (including GST) - including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The 'CNW' will be delivering the 'Major Prize' to the customer.
22. If the Major Prize winner (or Prize Recipient) is, through any legal incapacity or otherwise, unable to register a Major Prize in their own name, then the winner (or Prize Recipient) may assign the Major Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. CNW takes no responsibility for any such arrangements between the winner and the assignee. The winner (or Prize Recipient) must provide CNW with certified copies of all required documentation as required by CNW before the Major Prize is awarded. It is a condition of accepting the prize that the winner (or Prize Recipient) may be required to sign a legal release in a form to be determined by CNW in its discretion.

23. A draw for any unclaimed prizes may take place on 23/05/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at www.cnw.com.au/NHPSwitchOn_SwitchOff2022 from 26/05/2022.
24. If for any reason a winner or Prize Recipient does not take/redeem a prize by the time stipulated by the CNW, then the prize will be forfeited.
25. The winner does not have to be present during the draws to claim the prize.
26. Total prize pool value is up to **\$86250** prizes or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Prize values are correct at the time of printing but no responsibility is accepted for any variation in the value of any prizes.
27. Eligible Businesses consent to CNW 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 CNW.
28. 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 CNW, 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
29. Any cost associated with accessing the promotional website is the responsibility of the individual submitting the entry on behalf of the Eligible Business and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an individual/Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that individual/Eligible Business invalid.
30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("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.
31. 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 CNW'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 CNW) due to any

reason beyond the reasonable control of the CNW;(d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, Prize Recipient or Eligible Business; or (f) use of a prize.

32. As a condition of accepting the Major Prize, the winner (or Prize Recipient) must not have any outstanding credit that is owed to CNW must be settled prior to the draw of the major prize and sign any legal documentation as and in the form required by CNW and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. The CNW 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 Australian 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://shop.cnw.com.au/cnw/en/AUD/privacyPolicy>. 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 Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia (see Privacy Policy for details).

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