

## Sherriff Electrical – Fully Loaded Promotion 2021

### 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 Sherriff Electrical Wholesalers (Australia) Pty Limited (ABN 63 010 059 837) of 675 MacArthur Avenue Central, Pinkenba QLD 4008, telephone: (07) 3907 8388.
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 1<sup>st</sup> cousin.
6. Any Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
7. Eligible Entrants must be within the Sherriff trading terms throughout the Promotional Period and must not have overdue monies owing as at the 31.05.2021 in order to be eligible to claim any prize.
8. The promotion commences on Monday 1<sup>st</sup> March 2021 and concludes at 11:59 pm AEST on Monday 31<sup>st</sup> May 2021 (“**Promotional Period**”). All times referred to herein are AEST, as applicable in QLD.
9. To be eligible to enter via the three (3) spend entry methods, or a change at winning a entry via social media. An authorised representative on behalf of an Eligible Business, must meet the following criteria during the Promotional Period (collectively referred to as a “**Qualifying Transaction**”):
  - **Spend Entry - Instore**  
Spend \$1000 (exclusive of GST) on Eligible Clipsal Schneider products (as defined below) in a single month period to be eligible to receive one (1) entry into the draw; or Spend \$1500 (exclusive of GST) or more on Eligible Clipsal Schneider products (as defined below) in a single month period to be eligible to receive two (2) entries into the draw;
  - **Spend Entry - Online**  
Spend \$1000 (exclusive of GST) or more on Eligible Clipsal Schneider products (as defined below) in a single month period via the Sherriff Electrical Wholesalers website ([www.sherriff.com.au](http://www.sherriff.com.au)) to be eligible to receive two (2) entries into the draw or Spend \$1500 (exclusive of GST) or more on Eligible Clipsal Schneider products in a single month period via the Sherriff Electrical Wholesalers website ([www.sherriff.com.au](http://www.sherriff.com.au)) to be eligible to receive three (3) entries into the draw;
  - **Socail Media Entry**  
Customer needs to simply take a picture of themselves at a Sherriff branch or wearing Sherriff Merchandise and post the image on social media and tag @sherriffelectricalwholesalers @clipsaltrade & #FullyLoaded #StartYourEngine to go into the draw to win three (3) extra entries into the Major Prize draw. Spend entry in-store or online also applies.

**'Eligible products'** are Schneider Electric & Clipsal Electric products purchased through Sherriff Electrical Wholesalers

10. Eligible Businesses are only permitted a maximum of three (3) entries per month during the "promotional period". Therefore, a maximum of nine (9) entries can be earned in the entirety of the promotion.
11. Upon making their Qualifying Transaction, a staff member will then enter the Eligible Business into the draw. The Eligible Business will be entered 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.
12. Entries are deemed to be received at the time of receipt by the Promoter. The Promoter is not responsible for failure to receive any entry for any cause beyond its control.
13. 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 the Promoter, 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 that the purchase was made during the Promotional Period but prior to entry.
14. The Promoter 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 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.
15. Incomplete or indecipherable entries will be deemed invalid.
16. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
17. There will be four (4) draws conducted for this promotion, with one (1) minor prize ("**Minor Draw**") and one (1) major prize draw ("**Major Draw**") one (1) "**Social Media Entry draw**" and one (1) "**Grand Prize Draw**". Entries into each draw will open and close on the dates and times specified in the table below. Entries in each Minor Draw will NOT be entered into any subsequent Major Draw.
18. The **Minor Prize Draw "Sherriff Fully Loaded Promotion"** will take place at each Sherriff branch on the week starting Monday 7<sup>th</sup> June to Friday 11<sup>th</sup> June 2021, at 11:00am. The Minor Draw will take place in the presence of an independent scrutineer in 675 Macarthur Avenue Central, Pinkenba QLD 4008. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The first valid entry drawn in the '**Minor Draw**' will win one (1) iScoot Scooter valued at \$1,399, including one (1) helmet. Total of 14 winners will be selected (1 per branch). Winning Eligible Businesses will be notified in writing within five (5) business days of the applicable draw and the winner name published online at [www.sherriff.com.au](http://www.sherriff.com.au) from the dates specified in the table below. In the event that a winner is from SA, their name will also be published in The Advertiser on 31/07/2021.

Draw	Entries Open	Entries Close	Draw Date	Publication Date
<b>Branch Nation Wide Event: Minor Draw #1</b>	01/03/2021	11:59 pm 31/05/2021	Week starting 07/06/2021 to 11/06/2021 (any day)	Branches are able to hold the branch event and announce the prize winners between the 7 <sup>th</sup> of June – 11 <sup>th</sup> of June <b>Name published 30<sup>th</sup> June 2021</b>
<b>Branch Nation Wide Event: Social Media Draw #2</b> <i>Additional entries into the draw</i>	01/03/2021	11:59 pm 31/05/2021	Week starting 07/06/2021 to 11/06/2021 (any day)	<b>30<sup>th</sup> June 2021</b>
<b>Branch Nation Wide Event: Major Draw #3</b> <i>Fully Loaded Package Winners</i>	01/03/2021	11:59 pm 31/05/2021	Week starting 07/06/2021 to 11/06/2021 (any day)	Branches are able to hold the branch event and announce the prize winners between the 7 <sup>th</sup> of June – 11 <sup>th</sup> of June <b>Name published 30<sup>th</sup> June 2021</b>
<b>Grand Prize Draw #4</b> <i>Drawn from Fully Loaded Package Winners</i>	01/03/2021	11:59 pm 31/05/2021	9 <sup>th</sup> July at 11.00 am	<b>Name published 31<sup>st</sup> July 2021</b>

20. Participating Sherriff Branches:

**QLD:11, VIC:2, SA:1**

21. The Promoter's decision is final and no correspondence will be entered into.

22. The **Social Media Prize Draw "Sherriff Fully Loaded Promotion"** will take place at Sherriff Head Office, 675 Macarthur Avenue Central, Pinkenba QLD 4008 on the week starting Monday 7<sup>th</sup> June to Friday 11<sup>th</sup> June 2021, at 11:00am. The Social Media Prize Draw will take place in the presence of an independent scrutineer in 675 Macarthur Avenue Central, Pinkenba QLD 4008. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The first valid entry drawn in the '**Social Media Draw**' will win three (3) additional entries in to the Major Draw. Winning Eligible Businesses will be notified in writing within five (5) business days of the applicable draw and the winner name published online at [www.sherriff.com.au](http://www.sherriff.com.au) from the dates specified in the table below. In the event that a winner is from SA, their name will also be published in The Advertiser on 31/07/2021.

23. The **Major Prize Draw "Sherriff Fully Loaded Promotion"** will take place at each Sherriff branch on the week starting Monday 7<sup>th</sup> June to Friday 11<sup>th</sup> June 2021, at 11:00am. The Major Draw will take place in the presence of an independent scrutineer in 675 Macarthur Avenue Central, Pinkenba QLD 4008. The Promoter 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 the winner name published online at [www.sherriff.com.au](http://www.sherriff.com.au) from the dates specified in the table below. In the event that a winner is from SA, their name will also be published in The Advertiser on 31/07/2021. The first valid entry drawn in the '**Major Draw**' (**Fully Loaded Package Winners**) will win an overnight stay at the Gold Coast valued at \$150 or more and entry into the Off-Road Rush Race Track, 3 x lap racing pass valued at \$400. Total prize value \$550 per person. Total of 14 entrants will be selected (1 per branch).

24. The **Grand Prize Draw “Sherriff Fully Loaded Promotion”** will take place at Off Road Rush Pty Ltd, 201 Loves Rd, Alberton QLD 4207, **13<sup>th</sup> August 2021 at 11:00am**. The Grand Prize Draw will take place in the presence of an independent scrutineer in 675 Macarthur Avenue Central, Pinkenba QLD 4008. The Promoter 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 the winner name published online at [www.sherriff.com.au](http://www.sherriff.com.au) from the dates specified in the table below. In the event that a winner is from SA, their name will also be published in The Advertiser on 31/07/2021. The first valid entry drawn in the **“Grand Prize “Sherriff Fully Loaded Promotion”** will win the Major Prize, a YXZ1000R SS SE Yamaha Paddle Shift. Total prize value is up to \$34,000 (including GST). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The **‘Promoter’** will organise delivery of the ‘Grand Prize’ to the customer.

25. If the Grand Prize winner (or Prize Recipient) is, through any legal incapacity or otherwise, unable to register the Paddle Shift in their own name, then the winner (or Prize Recipient) may assign the Paddle Shift to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner (or Prize Recipient) must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Paddle Shift 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 the Promoter in its discretion.

26. A draw for any unclaimed prizes may take place on 5<sup>th</sup> September 2021 at 675 MaCarthur Avenue Central, Pinkenba QLD 4008 at 11.00am, 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.sherriff.com.au](http://www.sherriff.com.au) from 16<sup>th</sup> September 2021. In the event a winner is from SA, their name will also be published in The Advertiser on the 30<sup>th</sup> September 2021.

27. If for any reason a winner or Prize Recipient does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.

28. Total prize pool value is up to **\$85, 300**. 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. Each location is given a set amount of ‘Minor Prizes’ (see Clause 19 for breakdown). State breakdown of prizes in table below:

29. Eligible Businesses 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.

30. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

31. 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.

32. 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.

33. 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, Prize Recipient or Eligible Business; or (f) use of a prize.

34. As a condition of accepting the Major Prize, the winner (or Prize Recipient) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

35. 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 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.sherriff.com.au/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).

**SA Permit No.T21/79**