



PROMOTIONAL TERMS AND CONDITIONS FOR CUSTOMERS

Competition Description

1. Every contractor purchase of Marley Arma product to the value of \$250.00 + GST net on one invoice will win a pair of Pioneer Ear Buds valued at \$89.00 – limited one per invoice and while stocks last.
2. You may enter as many times as you wish provided you meet the eligibility criteria. The competition runs from 1st March to 30th April 2021 while stocks last.

Acceptance of Conditions

3. By entering into this competition, you are deemed to accept these terms and conditions.

Promotional Period and Method of Entry

4. The promoter is Powerbase Ltd of 16 Magdala Place, Middleton, Christchurch ("**Promoter**").
5. Individual Powerbase Members may elect whether or not they wish to participate in this competition. A Powerbase Member who elects to participate in this competition is a "**Participating Powerbase Member**". It is the responsibility of the customer to check with its Powerbase Member whether it is a Participating Powerbase Member for the purposes of this competition.
6. Entry to this competition is open to customers of Participating Powerbase Members.
7. The competition commences 1st March 2021 and closes 5 pm on 30th April 2021 (the "**Promotional Period**").
8. To qualify to enter, for every NZ\$250.00 (excluding GST) you spend on Marley Arma Product ("**Promotional Product**") in a single transaction from a Participating Powerbase Member, subject to the conditions below, you are entitled to one pair of ear buds ("**Qualifying Purchase**"). Limited to 1 prize per invoice.
9. The number of times you can enter is determined by the number of Qualifying Purchases you make during the Promotional Period.
10. Limited to one prize per customer.

Conditions of Qualifying Purchases

11. All Qualifying Purchases are subject to the terms and conditions of sale of the relevant Powerbase Member except that no credit for a Promotional Product generating a Qualifying Purchase is permitted.
12. Where you receive a quote from a Powerbase Member for the Promotional Product in connection with a specific project, any resulting purchase of Promotional Product will not constitute a Qualifying Purchase for the purposes of this competition.

Prizes

13. All prizes, and any unused portions of a prize, are not transferable, negotiable or exchangeable and are not redeemable for cash.
14. The prize remains the property of the account holder.
15. The Promoter accepts no responsibility for any variation in the value or availability of any prize. In the event that prize(s) is/are not available, the Promoter reserves the right to substitute prize(s), in its sole discretion, with another prize of equivalent recommended retail value and/or specifications.

Eligibility Criteria

16. To be eligible to win a prize you must:
 - a. have an account with a Participating Powerbase Member;
 - b. have paid your account with your Powerbase Member up to date in accordance with that Powerbase Member's terms and conditions of sale
 - c. be aged 18 years or over; and
 - d. be a New Zealand resident.
17. Employees (and their immediate families) of the Promoter, Powerbase Members and companies and agencies associated with this competition, are ineligible to enter this competition or to win a prize.



18. The Promoter reserves the right to:
 - a. request that winners provide proof of identity, residency or age; and
 - b. verify the validity of entries and may refuse to award a prize to any person who has, in its view (acting reasonably): (a) acted in a fraudulent manner; (b) breached these terms and conditions; or (c) gained an unfair advantage in participating in the competition.

Promoter's Rights

19. The Promoter's decisions in the event of any dispute concerning any aspect of this competition, including eligibility, are final and binding, and the Promoter will not enter into any correspondence or communication.
20. The Promoter reserves the right, in its sole discretion and at any time, to replace or amend these terms and conditions or to terminate, modify or suspend the competition.

Exclusion of Liability

21. To the fullest extent permitted by law, the Promoter, Powerbase Members and all other persons or parties associated with this competition shall not be liable (including, in the case of negligence) for any loss, damage or injury which is suffered or incurred by you or any other person (including but not limited to indirect or consequential loss) as a result of or in connection with the competition, or the use or acceptance of any prize.
22. The Promoter and the Powerbase Members accept no responsibility for inaccurate or incorrect transmission of entry information including late, lost, damaged or misdirected entries.

Privacy

23. The Promoter and Powerbase Members may use prize winners' names, details and photographs for promotional and media purposes and prize winners agree to participate in any publicity arrangements which we reasonably require, in each case without compensation.
24. You authorise the Promoter and Powerbase Members to collect and hold personal information about you, to be used to conduct the competition. You understand that you have a right of access to, and may request correction of, personal information held by the Promoter or any Powerbase Member about you, which you may exercise by contacting the Promoter on 03 348 1830.

Powerbase Members

25. Powerbase Members are Advance Electrical Wholesalers Group Ltd, Industrial Electrical Supplies Ltd, Pro Active Ltd, R Redpath Ltd, Scott Electrical Ltd and Telfer Electrical Ltd.