



PROMOTIONAL TERMS AND CONDITIONS FOR CUSTOMERS

Promotion Description

1. Every contractor purchase of Nexans cable product to the value of \$1,000 + GST on one invoice will go into a national draw to win one of 20 places at the Highlands Motorsport experience. Travel dates, 9th -11th September 2021.
2. You may enter as many times as you wish provided you meet the eligibility criteria.
3. The competition runs from 1st May – 30th June 2021.

Acceptance of Conditions

4. By entering into this promotion, you are deemed to accept these terms and conditions.

Promotional Period and Method of Entry

5. The promoter is Powerbase Limited of 16 Magdala Place, Middleton, Christchurch ("**Promoter**").
6. Individual Powerbase Members may elect whether or not they wish to participate in this promotion. A Powerbase Member who elects to participate in this promotion 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 promotion.
7. Entry to this promotion is open to customers of Participating Powerbase Members.
8. The competition commences 1st May 2021 and closes 5 pm on 30th June 2021 (the "**Promotional Period**").
9. To qualify to enter, for every NZ\$1,000 (excluding GST) you spend on Nexans cable products ("**Promotional Product**") in a single transaction from a Participating Powerbase Member, subject to the conditions below, you are entitled to one entry ("**Qualifying Purchase**"). Limited to 10 entries per invoice.

Conditions of Qualifying Purchases

10. 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.
11. 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 promotion.
12. Normal trading terms apply.

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 specification.
16. If due to adverse weather, flights unable to land or travel not permitted at the event date, those affected will be offered an alternative motor-racing experience which will be organised at a later date or an alternative prize will be offered.
17. If the event is unable to be held due to Covid-19 then an alternative motor-racing experience which will be organised at a later date or an alternative prize will be offered



Eligibility Criteria

18. 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.

19. Employees (and their immediate families) of the Promoter, Powerbase Members and companies and agencies associated with this promotion, are ineligible to enter this promotion or to win a prize.

20. 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 promotion.

Promoter's Rights

21. The Promoter's decisions in the event of any dispute concerning any aspect of this promotion, including eligibility, are final and binding, and the Promoter will not enter into any correspondence or communication.

22. 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 promotion.

Exclusion of Liability

23. To the fullest extent permitted by law, the Promoter, Powerbase Members and all other persons or parties associated with this promotion 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 promotion, or the use or acceptance of any prize.

24. 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

25. 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.

26. You authorise the Promoter and Powerbase Members to collect and hold personal information about you, to be used to conduct the promotion. 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

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