

## PROMOTIONAL TERMS AND CONDITIONS FOR CUSTOMERS

### Competition Description

1. Every contractor purchase of \$250 + GST of Marley or \$500 + GST of Prysmian products on one invoice will go into a national draw to win 1 of 10x places to the Supercars 2025 event. Limited to 10 prizes available nationwide.

### Acceptance of Conditions

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

### Promotional Period and Method of Entry

3. The promoter is Powerbase Ltd of 1/202 Wooldridge Road, Harewood, Christchurch ("**Promoter**").
4. 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.
5. Entry to this competition is open to customers of Participating Powerbase Members.
6. The competition commences 1<sup>st</sup> January 2025 and closes 5 pm on 28<sup>th</sup> February 2025 (the "**Promotional Period**").
7. To qualify to enter, for every \$250 + GST spend on Marley or \$500 + GST spend on Prysmian product ("**Promotional Product**") in a single transaction from Participating Powerbase Member, subject to the conditions below, are entitled to one entry ("Qualifying Purchase") into the draw to win 1 of 10 tickets to Supercars 2025.
8. You may enter as many times as you wish provided you meet the eligibility criteria.
9. Limited to 10 entries per invoice.

### Prize Draw

10. Prize winners will be determined by random draw by each qualifying Member. The first 10 valid entries drawn will each win a place to the Supercars 2025.
11. The winners will be notified by phone using the details recorded in the system of the relevant Powerbase Member.
12. In the event that a winner cannot be contacted within ten days of the draw taking place, the prize will be forfeited. In these circumstances, the Promoter reserves the right to offer the prize either to the entrant whose name is next drawn at random or in a future competition.
13. Limited to one prize per customer/account holder.

### Conditions of Qualifying Purchases

14. 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.
15. 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

16. All prizes, and any unused portions of a prize, are not transferable, negotiable or exchangeable and are not redeemable for cash.
17. The prize remains the property of the account holder.
18. The Promoter accepts no responsibility for any variation in the value or availability of any prize. In the event that the 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.
19. Where relevant, you will be responsible, at your cost, for obtaining any passport or visa required in order to use or participate in the prize. Additional meals, beverages, mini-bar purchases, spending money, airport fees, insurance costs and all other ancillary or incidental costs are not included.



20. Where the prize comprises participation in an experience, attendance at an event or any form of travel, the winner may be required to sign documentation or provide certain information to the Promoter (or another party associated with providing the prize), including a waiver of liability and indemnity in such form as is required by the Promoter. If you fail to sign such documentation or provide any required information your prize may be forfeited at the option of the Promoter.
21. All attendees at events must be double vaccinated.

#### **Eligibility Criteria**

22. 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
  - d. be a New Zealand resident.
23. 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.
24. 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**

25. 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.
26. 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**

27. 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.
28. 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**

29. 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.
30. 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**

31. Powerbase Members are: Advance Electrical Wholesalers Group Ltd, Industrial Electrical Supplies Ltd, R Redpath Ltd, Scott Electrical Ltd, and Telfer Electrical Ltd.