

Sherriff Electrical Wholesalers National Promotion 2024

**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. Eligible Entrants must have an active Sherriff Trading account with Sherriff Electrical Wholesalers.
7. The promotion commences on Wednesday 01/10/2024 and concludes at 11:59 pm AEST on Thursday 19/12/2024 (“**Promotional Period**”). All times referred to herein are AEST, as applicable in QLD.
8. Eligible Entrants must be within the Sherriff trading terms throughout the Promotional Period and must not have overdue monies owing as at the 01/10/2024 in order to be eligible to claim any prize.
9. To be eligible to enter, an authorised representative on behalf of an Eligible Business, must purchase the following Eligible Products from the Promoter during the Promotional Period (collectively referred to as a “**Qualifying Transaction**”):
  - **Spend \$250 + GST on any Ventair products, at any participating Sherriff branch, during the promotion period, to receive one (1) entry into the draw to win one (1) Sony PS5 plus two (2) Wireless Controllers**
  - Multiple purchases allowed
10. “**Eligible Products**” are Ventair products purchased through Sherriff Electrical Wholesalers.
11. Project orders are allowed.
12. Eligible Businesses are only permitted a maximum of twenty (20) entries during the “promotional period”.
13. The Eligible Business will be eligible to receive an entry into the draw in accordance with the applicable Qualifying Transaction.

14. 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 Eligible Products purchased and that the purchase was made during the Promotional Period.
15. 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.
16. The Promoter reserves the right, at any time, to charge the value of the prize to the customer, if they are not compliant with terms and conditions set out in the customer's credit account.
17. The Promoter reserves the right, in event of the Prizes being unavailable to conclude the promotion.
18. Incomplete or indecipherable entries will be deemed invalid.
19. 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.
20. Participating Sherriff Branches:  
**QLD:6, VIC:0, SA:1**
21. The Promoter's decision is final and no correspondence will be entered into.
22. The 'Major Draw' will be pulling 1 (one), eligible winner, from each of the respective branches (Sherriff Branches):

QLD	SA	VIC
Albion	Klemzig	
Bundaberg		
Garbutt		
Gladstone		
Gympie		
Mackay		

23. The **National** Major Prize Draw ("**Major Draw**") of the "Ventair | Summer PS5 Promotion will take place at each Sherriff Branch on Thursday 19<sup>th</sup> December 2024 at 11.00 am. There will be seven (7) Major Prize Draws, a total of seven (7) x National Major Prize winners. Refer to <https://shop.sherriff.com.au/store-finder> for the branch location. Each winner will be selected by an online random selector. Each Major Prize winner will win the following prize: 1 x Play Station 5 Console and two Wireless Controllers valued at RRP \$900. The winning Eligible Business will be notified in writing within five (5) business days of the applicable draw and the winner name published online at <https://shop.sherriff.com.au> from the 20<sup>th</sup> December 2024. In the event that a winner is from SA, their name will also be published in The Advertiser by 30<sup>th</sup> January 2025.

24. A draw for any unclaimed prizes may take place on 14/02/2025 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 <https://shop.sherriff.com.au> from 30/01/2025. In the event a winner is from SA, their name will also be published in The Advertiser by 028/02/2025.
25. Total Prize Pool = estimated \$6,300 INC GST
26. The valid entries will receive 1 entry into the draw in line with clause 9.
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. Prizes are not transferable
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, or 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.

33. 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).