

Terms & Conditions of “INFORM@X” Promotion

1. Information on how to enter the “INFORM@X” (“**Promotion**”) and prizes form part of these Terms and Conditions. These Terms and Conditions will prevail to the extent of any inconsistency between these Terms and Conditions and any other published material. By participating in the Promotion you accept these Terms and Conditions. Entries not made in accordance with these Terms and Conditions will be disqualified.
2. The promoter is Prysmian Australia Pty Ltd (ABN 36 096 594 080) of 1 Heathcote Road, Liverpool, NSW 2170 (“the **Promoter**”), telephone **02 9600 0884**.
3. This Promotion is open to Australian corporate customers of the Promoter that purchase INFORM@X instrumentation cables of any type or size (“**Eligible Entrants**”). Employees or directors of the Promoter and the Promoter’s agencies associated with this Promotion and their immediate families are ineligible to enter.
4. This Promotion commences at 12.01am AEST on Saturday, 1 October 2016 and concludes at 11.59pm AEST on Wednesday, 30 November 2016 (“the **Promotion Period**”).
5. Entry is open to Eligible Entrants.
6. To enter, Eligible Entrants must, during the Promotion Period, purchase from the Promoter INFORM@X instrumentation cables of any type or size in stock (“**Eligible Purchases**”).
7. The Eligible Entrants must make Eligible Purchases by 11:59pm AEST on Wednesday, 30 November 2016 and make payment in accordance with the applicable payment terms.
8. Eligible Entrants may make as many Eligible Purchases as they like during the Promotion Period.
9. Eligible Entrants that do not comply with these Terms and Conditions and purchases made after the Promotion Period ends will not be considered.
10. The prize is two (2) tickets to the GUNS N’ ROSES “NOT IN THIS LIFETIME” concert at one of the following Australian capital cities:
 - Brisbane, Tuesday 7 February 2017 at QSAC Stadium;
 - Sydney, Saturday 11 February 2017 at ANZ Stadium;
 - Melbourne, Tuesday, 14 February 2017 at Melbourne Cricket Ground;
 - Adelaide, Saturday, 18 February 2017 at Adelaide Oval; or
 - Perth: Tuesday 21 February 2017 at Domain Stadium(the “**Prize**”).

The two (2) tickets have a maximum value of AUD\$1,390.
11. The total prize value is up to AUD\$1,390.
12. The Prize is not transferable or exchangeable and cannot be taken as cash. Where the Prize (or part of the Prize) is unavailable for any reason, the Promoter reserves the right to substitute that Prize (or part of that Prize) with another prize of equal value and/or specification, subject to any necessary approval of the relevant gaming authorities. The Winner will be notified accordingly. The Promoter will not be liable for any changes to the value or make up of the Prize.

13. There will be one (1) winner (the “**Winner**”). The Winner will be the Eligible Entrant who has made the largest aggregate value of Eligible Purchases (as assessed by the Promoter).
14. The award of the Prize to the Winner is final and the Promoter will not enter into any correspondence with any other Eligible Entrant in relation to the Prize or the Promotion.

The Winner will be notified by phone and by email using the details provided at the time and date of purchase of the INFORM@X instrumentation cables. The Winner’s name will also be published on **www.prysmiancable.com.au** on **Friday 16 December 2016**. If the Winner cannot be contacted within three (3) months of the determination of the Prize, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Promotion. The Winner will be notified by phone and email using the details provided at the time and date of purchase of INFORM@X instrumentation cables. The Promoter will not be liable for a Winner who does not respond to the Promoter’s email or telephone contact attempts and therefore forfeits the Prize and no correspondence will be entered into. Eligible Entrants are responsible for keeping the Promoter informed of any changes to their contact details during and following the Promotion Period.

15. Delivery of the Prize to the Winner will be arranged between the Promoter and the Winner and will take place within 28 days of the Promoter contacting the Winner.
16. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier’s requirements.
17. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for issues arising with the delivery of the Prize.
18. All costs or requirements associated with the Prize (including, without limitation, flights, other travel and accommodation) are the sole responsibility of the Winner.
19. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of the Prize. The Promoter accepts no responsibility for any tax implications that may arise for the Winner from winning the Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable in relation to the Prize and the potential impact of winning the Prize on their personal financial situation prior to entering the Promotion.
20. The Promoter may, at its absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible Entrant:
 - (i) fails to establish his or her entitlement to enter the Promotion; or
 - (ii) tampers with the entry process or benefits from such tampering; or
 - (iii) submits an entry that is not in accordance with these Terms and Conditions; or
 - (iv) cancels, or fails to make payment for an Eligible Purchase in accordance with the applicable payment, at any time during or after the Promotion Period.

The Promoter also reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and address). The Promoter may accept errors and omissions at its discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
22. 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 State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) exclude 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 as a result of or in relation to this Promotion or the acceptance of the Prize.

To the extent permitted by law, the liability of the Promoter and its related entities for breach of Non-Excludable Guarantees is limited to one or more of the following remedies, at the Promoter's option:

- (i) the replacement of the Prize or the supply of an equivalent prize;
- (ii) the repair of the Prize;
- (iii) the payment of the cost of replacing the prize or of acquiring an equivalent prize; and
- (iv) the payment of the cost of having the prize repaired.

23. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. It is a condition of entry that Eligible Entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an Eligible Entrant does not provide the information and consent required, that Eligible Entrant's entry will be invalid. The Promoter may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to, or telephoning the Eligible Entrant. An Eligible Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Eligible Entrants should direct any request to access, update or correct information by writing to the Privacy Officer at the Promoter's address set out in clause 2.
24. By entering the Promotion, Eligible Entrants agree that, in the event they are the Winner:
- (i) the Promoter, its agencies and companies associated with this Promotion may use their name, likenesses, image and/or voice as well as refer to their city of origin for the purpose of promoting any products or services manufactured, distributed and/or supplied by the Promoter, its agencies and companies associated with this Promotion; and
 - (ii) they will participate in any media releases by the Promoter, its agencies and companies associated with this Promotion, which may include photographs as well as audio and/or visual recordings of the Winner.
25. Without limiting any other terms herein, entrant agrees to indemnify the Promoter for any breach of these Terms and Conditions.
26. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter in its sole discretion can take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any applicable State and Federal laws and regulations.
27. The laws of New South Wales (including all relevant Federal laws) apply to this Promotion to the exclusion of any other law. Entrants agree to submit to the jurisdiction of the courts of New South Wales and the Federal Court of Australia.

28. This Promotion is authorized under trade promotion permit **LTPS/16/08010**.