

# **extreme** adventure awaits with Rheem & Plumbing Plus

Rheem and Plumbing Plus - Win a Trip to Queenstown 2023 Promotion, 11 April - 31 July 2023. One per region to be won: NSW/ACT, VIC/TAS, QLD/NT and WA/SA

# **Terms & Conditions**

- Plumbing Plus Australia Pty Ltd (ABN 41 428 584 423) of R18, Level 2/717 Bourke Street, Docklands VIC 3008, telephone (03) 9600 1899 ("Promoter").
- These Terms & Conditions set out the basis in which Eligible Entrants (defined below) can win a trip to Queenstown, New Zealand as part of this Promotion.
- 3. By participating in the Promotion, Eligible Entrants are deemed to have agreed to comply with these Terms & Conditions.

### ELIGIBILITY

- 4. Entry into this Promotion is only open to Australian residents who:
  - a. are aged 18 years or older;
  - hold a "PlusFactor Rewards" account with a participating Plumbing Plus member ("Account"), (together "Eligible Entrant/s").
- 5. Where an Eligible Entrant is a business, if drawn as a winner, the relevant prize will be awarded to the nominated authorised representative for that business as recorded on their Account, unless the authorised representative requests, and the Promoter agrees in its sole discretion, that the prize be awarded to another individual. Any individual nominated by the authorised representative to receive a prize must provide their consent to receipt of the prize.
- Employees (and their immediate families) of the Promoter, the Promoter's related companies, Plumbing Plus members, Rheem Australia Pty Ltd, their related bodies corporate (within the meaning of the Corporations Act 2001 (Cth)), 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 1st cousin.

# PROMOTION CRITERIA

- 8. Subject to these Terms & Conditions, each Eligible Entrant who purchases at least one (1) 'Rheem' branded water heater (each an "Eligible Product") as listed on the PlusFactor Rewards website (www.plusfactorrewards.com.au) between 7am AEDT on 11 April 2023 and 5pm AEST on 31 July 2023 ("Promotional Perio") from a Plumbing Plus member, and is validly recorded against their Account, will be eligible to receive one (1) entry into the minor and major prize draw of this Promotion.
- Eligible Products can be purchased in a single transaction or multiple transactions. However only Eligible Products that have been paid for in full (regardless of the number of transactions taken to make the payment) will be deemed eligible for the purposes of this Promotion.
- 10. All purchases made pursuant to section 16 of these Terms & Conditions must have been recorded in the Eligible Entrant's PlusFactor Rewards Account during the Promotional Period in order to be deemed eligible for the purposes of this Promotion. Any purchase recorded in the Eligible Entrant's PlusFactor Rewards Account outside of the Promotional Period will be invalid.
- Eligible Entrants are responsible for ensuring that each Eligible Product purchased is accurately recorded in their PlusFactor Rewards Account during the Promotional Period.

- 12. If an Eligible Product that is purchased during the Promotional Period is returned to any Plumbing Plus member for a refund, that Eligible Product will no longer entitle the Eligible Entrant to an entry into the prize draw under these Terms & Conditions. However, if an Eligible Product is exchanged for another Eligible Product during the Promotional Period, the replacement Eligible Product will entitle the Eligible Entrant to an entry into the prize draw under these Terms & Conditions. This clause does not limit an Eligible Entrant's rights under section 52 of these Terms & Conditions.
- Automated entries, fraudulent entries, or entries by persons using an alias, will be deemed invalid.
- 14. The Promoter reserves the right, at any time to verify: (a) the validity of entries, (b) tax invoice(s) relating to purchase of Eligible Products, and (c) the details of any Eligible Entrant (including identity, age, place of residence, and status of plumbing licence).
- 15. The Promoter reserves the right, at any time to disqualify:
  - a. any entrant who is ineligible to enter this Promotion or fails to fulfil the criteria to be an Eligible Entrant;
  - invalid or non-compliant entries (including the purchase of any Eligible Product that cannot supported by a proof of purchase);
  - c. Eligible Entrants who fail comply with these Terms & Conditions.
- 16. To enter the promotion, an Eligible Entrant must:
- a. during the Promotional Period, purchase any Eligible Product from a participating Plumbing Plus store (see https://plumbingplus.com. au/member-locator/) and quote their PlusFactor Rewards Account details at the time of making their transaction.; and then
  - ensure that any purchases made during the Promotional Period are correctly recorded against their Account. Confirmation can be given by:
  - ii) logging onto their Account and viewing their purchase history at www.plusfactorrewards.com.au; or
  - iii) contacting their local Plumbing Plus store
- remain a member of PlusFactor Rewards for the duration of Promotion and abide by any terms and conditions of PlusFactor Rewards
- 17. Multiple entries are permitted, subject to the following:
  - a. Only one (1) entry is permitted per Eligible Product purchased; and
  - Each Eligible Product must be recorded separately and in accordance with entry requirements.
- 18. The Promoter and/or its service providers where relevant, will record the sales data of all Eligible Products Purchased and recorded during the Promotional Period and allocate each Eligible Entrant the appropriate number of entries into the draw/s.
- 19. There will be three (3) minor prize draws in total during the Promotional Period (each a "Minor Draw"). There will be on (1) major draw conducted at the end of the Promotional Period from entries received in each of the regions outlined below (each a "Regional Major Draw"). Eligible Entrants will be drawn from each of the following four (4) regions for the Regional Major Draws. For clarity, entries into the relevant Regional Major Draw will be based on the region in which the entrant made their eligible purchase and not based on their residential location:

- a. Region 1: New South Wales and the Australian Capital Territory;
- b. Region 2: Victoria and Tasmania;
- c. Region 3: Queensland and Northern Territory; and
- d. Region 4: South Australia and Western Australia
- 20. Eligible Entrants will receive one (1) entry into the relevant Minor Draw and Regional Major Draw for each Eligible Product purchased during the Promotional Period and validly recorded against their Account during the Promotional Period.

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- 21. The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of Eligible Entrants (including an Eligible Entrant's identity, age, place of residence, and status of his or her plumber's licence where applicable) and reserves the right, in its sole discretion to disqualify any person who the Promoter has reason to believe is not an Eligible Entrant, has not complied with 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.
- 22. The Promoter may disqualify any person who is ineligible to enter this Promotion, or any non-compliant entry (including an entry where an Eligible Entrant cannot provide proof of purchase of an Eligible Product), even if the Promoter only learns of that person's ineligibility or the entry's invalidity after the Promotor has awarded a prize to that person. In that case, the Promoter may require the person to return the prize or make a payment of the prize value to the Promoter.
- 23. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 24. Incomplete entries will be deemed invalid.
- 25. Eligible Entrants must retain the original tax invoice, or a photocopy of the tax invoice, for each Eligible Product purchased and registered on an Account during the Promotional Period in connection with this Promotion. Further, the Promoter may require Eligible Entrants to provide the relevant tax invoice (or copy) for verification purposes as a condition of the Eligible Entrant claiming a prize. Each tax invoice relating to the purchase of an Eligible Product must clearly indicate that the Eligible Product was purchased on a date falling within the Promotional Period but prior to the relevant entry into the Promotion. Failure by an Eligible Entrant to provide proof of purchase of an Eligible Product when requested by the Promoter may, in the absolute discretion of the Promoter, result in invalidation of the relevant entries.

# DRAW & NOTIFICATION OF WINNERS

- 26. Subject to the open and close time outlined in Clause 8, entries open at 12:00am and close at 11:59pm for each Minor Draw and the Major Regional Draws on the dates listed in the table below. All Major Regional Draws will be conducted at 11:30am at Anismoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on the dates listed in the table below. All Minor Prize draws will be conducted at Loyalty Results, 8/8 Trawalla Avenue, Toorak VIC 3142 at 11:30 am on the dates listed in the table on page 2.
- 27. For each draw, the Promoter may draw additional reserve entries and record them in order, in case an invalid entry is drawn, or an ineligible entrant is the winner of any draw.



Draw	Entries Open	<b>Entries Close</b>	Draw Date	Publication
Minor Draw 1	7:00am on 11/04/2023	11:59pm on 31/05/2023	16/06/2023	23/06/2023
Minor Draw 2	12:00am on 01/06/2023	11:59pm on 30/06/2023	17/07/2023	24/07/2023
Minor Draw 3	12:00am on 01/07/2023	5pm on 31/07/2023	18/08/2023	18/08/2023
Major Regional Draws	7:00am on 11/04/2023	5pm on 31/07/2023	18/08/2023	18/08/2023

- 28. The first ten (10) valid entries drawn in each Minor Draw will win a Minor prize, as detailed in the section "Prize Details" below.
- The first valid entry drawn in each Major Regional Draw will each win a Major Prize, as detailed in the section titled "Prize Details" below.
- 30. Winners will be notified by a telephone call and email within two (2) business days of the relevant draw, and the winners' names will then be published on www.plusfactorrewards.com.au on the dates listed in the table above.
  - 31. Winners of a Major Prize will be required to claim their prize by 5pm AEST on 24/08/2023, by contacting the Promoter (either by email or telephone). If a prize remains unclaimed at this time, then subject to any directions from the applicable regulatory authority:
  - a. the original winner of that prize will forfeit the prize;
  - an unclaimed prize draw(s) will occur from the relevant entry pool(s) at 11:30am AEST on 25/08/2023 at the same address as the original draw:
  - the new winners(s) will be notified by phone or email within two (2) business days of the draw, and their name(s) will be published on the Promoter's website on 25/08/2023; and
- d. the new winner will be required to claim their prize by contacting the Promoter (by email or telephone).
- For example, if the prize has not been claimed by the winner for NSW/ ACT, then the new prize draw will be from the remaining pool of NSW/ACT entries.
- 32. If an unclaimed prize winner does not claim his or her prize by 5pm AEST on 30/08/2023 the prize will be forfeited by the new winner and will not be awarded to any individual.
- 33. An Eligible Entrant may not win more than one Minor Prize (excluding SA Eligible Entrants) in this Promotion.

### PRIZE DETAILS

## **Major Prize**

- 34. Each Major Prize comprises of a return trip for one (1) adult to Queenstown, New Zealand valued up to \$6,200 depending on point of departure. Each Major Prize includes:
  - Return economy flights to Queenstown, New Zealand from the winner's nearest Australian capital city airport flying either Virgin Australia or Qantas;
  - b. Four (4) nights' accommodation at Holiday Inn Express and Suites, Queenstown (or equivalent);
  - c. Breakfast, lunch and dinner daily (excluding mini bar),
  - d. return hotel to event transfers; and
  - e. Highlands Sports Motor Sports Park, Gibbston Valley wine tour, helicopter ride over Queenstown.
- 35. Major Prize must be taken within the dates specified, including flights departing on 18/10/2023 and is subject to booking and flight availability. The Promoter will be required to commence booking from 01/09/2023. Spending money, additional meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize. The Major Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.
- 36. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify the Major Prize, subject to any written directions from a relevant regulatory authority.
- 37. Each Major Prize is valued up to \$6,200 depending on the winner's point of departure.
- 38. The Promoter recommends the winner take out independent travel insurance, and accepts no further responsibility regarding the tax, personal or financial implications of accepting the Major Prize.

# Minor Prize

- Each Minor Prize is a \$100 Prezzee eGift card issued by Prezzee (eGift card) to spend instore or online at any of the nominated retailers within the Prezzee network.
- 40. Use of eGift Cards is subject to any terms and conditions specified on the eGift Card, as well as those of the issuer found at https:// www.prezzee.com.au/doc/terms-of-sale/. It is the responsibility of any winner to be aware of these terms and conditions.

- Any ancillary costs associated with using the eGift card are not included. Any used value of the eGift card, or the value of the eGift card, cannot be redeemed for cash.
- 42. The eGift cards will be sent to email address nominated on the PlusFactor Rewards Account.
- 43. The total value of the Minor Prizes awarded nationally is \$3,000.

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- 44. If any prize/s (or part of any prize/s) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize/s (or that part of the prize) with a prize of equal value and/or specification, subject to any written direction from the applicable regulatory authority.
- Unless otherwise expressly stated, prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash
- 46. If for any reason a winner does not take a prize (or part of the prize) at or by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of the prize.
- 47. The total prize pool in each region is up to \$9,200.

### MISCELLANEOUS PROVISIONS

- 48. Eligible Entrants consent to the Promoter using their name, likeness and/or image in the event they win a Major Prize or Minor Prize (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.
- 49. If this Promotion is interfered with in any way or is not capable of being conducted as planned due to including without limitation, any force majeure event or if the Promoter's IT systems (or those of its contractors or agents) are infected by a computer virus, or there is any bug, tampering, unauthorised intervention, fraud, technical failure or any other problem beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - a. to disqualify any Eligible Entrant or any affected entries; or
  - subject to any written directions from a regulatory authority, to modify, suspend, postpone, terminate, or cancel the Promotion.
- 50. In these Terms and Conditions, "force majeure event" means any event which is beyond the control of the Promoter, including but not limited to strike, lock-out or other industrial/labour disputes, war, riot, civil commotion, terrorist act, malicious damage, act of God, fire, flood, storm, natural disaster, global health emergency, epidemic, pandemic, quarantine, or compliance with any law or governmental order, rule, regulation, or direction.
- Any cost associated with accessing a promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
- 52. Nothing in these Terms & Conditions limits, excludes, restricts or modifies or purports to limit, exclude or modify any consumer quarantee, right or remedy conferred by the Australian Consumer Law and Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or any other similar applicable consumer protection laws that cannot be lawfully excluded, restricted or modified by agreement in the States and Territories of Australia ("Non-Excludable Guarantees"). All other terms, warranties, guarantees, rights or liability which would otherwise be implied or apply to these Terms & Conditions are excluded. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, to the extent permitted by law, 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.
- 53. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees the Promoter (including its respective officers, employees and agents) is not responsible, and excludes all liability whether in contract, tort (including negligence) or otherwise, 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 or in connection with:

- a. this Promotion or any prize (including, without limitation, the taking or using of a prize; or any tax liability incurred by a winner as a result of accepting a prize);
- b. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- c. any theft, unauthorised access or third-party interference; or
- 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:
- any variation in prize value to that stated in these Terms and Conditions: or
- f. any tax liability incurred by a winner or Eligible Entrant.
- 54. Each winner of a prize agrees that they take and use the prize at their own risk.
- 55. As a condition of accepting a Major Prize or Minor Prize, each winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 56. The Promoter collects personal information of the Eligible Entrants in order to conduct this Promotion (including names, business addresses, mobile numbers and email addresses). If the personal information is not provided, the personal information is not provided, the personal information will be handled by the Promoter in accordance with its Privacy Policy which can be found at https://plumbingplus.com.au /privacy-policy/ and these Terms and Conditions. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants 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.
- 57. The Promoter may disclose Eligible Entrants' personal information to Rheem Australia Pty Ltd (ABN 21 098 823 511) to enable Plumbing Plus to communicate directly with Eligible Entrants regarding the Promotion. Rheem Australia Pty Ltd will handle Eligible Entrants' personal information in accordance with its own Privacy Policy which can be found at www.rheem.com.au/privacy.
- 58. The Promoter will disclose personal information of the prize winners to 212F Pty Ltd (ABN 70 106 450 631) to enable the Promoter to communicate directly with the winners of the promotion. 212F will handle the personal information in accordance with its own Privacy Policy which can be found at https://212f.com/privacy-nolicy/.
- 59. The Promoter will also disclose personal information of the prize winners to Sports Entertainment Network Pty Ltd (SEN) (ABN 63 129 637 378) to enable the Promoter to fulfill the Major Prize including coordination of flights, accommodation, and other ancillary activities. SEN will handle the personal information in accordance with its own Privacy Policy which can be found at https://www.sportsentertainmentnetwork.com.au/privacy-policy.
- 60. By entering this Promotion and (if applicable) accepting a prize, each Eligible Entrant is consenting to the Promoter's handling of their PI in accordance with the Promoter's Privacy Policy and these Terms and Conditions (including disclosure to Rheem Australia Pty Ltd, 212F Pty Ltd and Sports Entertainment Network Pty Ltd for the purposes described in paragraphs 57-59). The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at https://www.plusfactorrewards.com.au/Topic/ PrivacyInfo. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 will not disclose PI to any entity outside of Australia.
- 61. The Promoter's decisions in relation to this promotion are final and no correspondence or communication will be entered into in relation any aspect of this Promotion.
- 62. 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.
- Authorised in Australia under state license / permit numbers: ACT Permit No. TP23/ 00521. SA Permit No. T23/ 397, NSW Permit No. TP/00626

