

Rheem “Help yourself to an equal slice of 10 million Rheem Rewards points.”



TERMS & CONDITIONS

1. The Promoter of this Promotion is Rheem Australia Pty Ltd ABN 21 098 823 511, 1 Alan Street, Rydalmere NSW 2116. Telephone (02) 9684 9100.
2. This **“Promotion”** commences for purchases at 7.00am AEST on 01/10/2021 (**“Start Date”**) and closes for purchases of **“Eligible Products”** at 11.59pm AEDT on 30/11/2021 (**“Purchase Period”**). Eligible Products are selected Rheem, Vulcan or AquaMAX branded gas water heaters (as specified on www.winwithrheem.com.au), and purchased from the Promoter or an authorised re-seller (being any retailer in Australia who can issue a valid tax invoice).
3. **“Entries”** into the Promotion open on the Start Date and must be received by 11:59pm AEDT on 07/12/2021 (**“Promotional Period”**). Any Entry received outside the Promotional Period is invalid.
4. Information on how to enter and the prizes form part of these Terms and Conditions. Entry into this Promotion is deemed to be acceptance of these Terms & Conditions. The Promoter's decision not to enforce a specific clause does not constitute a waiver of that clause or of these Terms & Conditions generally.

ELIGIBILITY

5. This Promotion is only open to **“Rheem Rewards”** members who:
 - a. in the case of businesses, are located and operate within Australia and provide plumbing services in Australia;
 - b. in the case of individuals, are registered plumbers holding a current valid plumber's licence issued in an Australian state or territory, and are aged 18 years or older; and
 - c. have not been discovered to have breached these Terms & Conditions (**“Eligible Entrants”**).
6. Where an Eligible Entrant is a business, if that entrant is drawn as the winner of the Prize, the relevant prize will be awarded to the nominated authorised representative for that business as recorded in Rheem Rewards, 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 his or her consent to receipt of the prize.
7. Employees (and their immediate families) of the Promoter, participating distributors, resellers 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 first cousin.

HOW TO ENTER

8. To receive an automatic entry into this Promotion, an Eligible Entrant must:
 - a. during the Purchase Period, purchase an Eligible Product; then
 - b. during the Promotional Period:
 - i. visit www.winwithrheem.com.au or www.rheemrewards.com.au (**“Rheem Rewards Website/s”**);
 - ii. follow the prompts to the entry page;
 - iii. log into their Rheem Rewards account or input the requested details in order to set up a Rheem Rewards account (**“Account”**);
 - iv. input and register details of the Eligible Product(s) purchased; and
 - v. upload a scanned copy of their tax invoice (clearly showing the invoice number, their name, their company name, the date of purchase and Eligible Product details).
9. Entries into the Prize Draw will be allocated as follows:
 - ii. An Eligible Entrant will receive two (2) entries into the Prize Draw for each Rheem branded Eligible Product purchased during the Purchase Period and validly recorded against that Eligible Entrant's Account during the Promotional Period. For example, if an Eligible Entrant purchases 13 Eligible Products branded Rheem, they will receive a total of 26 Entries into the Prize Draw.
 - iii. An Eligible Entrant will receive one (1) entry into the Prize Draw for each Vulcan or AquaMAX branded Eligible Product purchased during the Purchase Period and validly recorded against that Eligible Entrant's Account during the Promotional Period. For example, if an Eligible Entrant purchases 13 Eligible Products branded Vulcan or AquaMAX, they will receive a total of 13 Entries into the Prize Draw. For clarity, if an entrant purchases 2 Rheem branded Eligible Products and 1 Vulcan or AquaMAX branded Eligible Products, they will receive a total of 5 Entries into the Prize Draw.
10. Multiple Entries are permitted, subject to the following: (a) only one entry permitted per specified purchase requirement; and (b) each Eligible Product must be recorded separately and in accordance with the entry requirements.
11. It is the responsibility of the Eligible Entrant to sign into their Account during the Promotional Period to register each Eligible Product purchased during the Purchase Period, in order to accrue the relevant Entries.
12. All Entries must be submitted by a person in that person's own name. Any automated Entries, fraudulent Entries, or Entries by persons using an alias, will be deemed invalid.

VALIDATION

13. The Promoter reserves the right, at any time, to verify the validity of Entries and the eligibility of entrants (including an entrant's identity, age, place of residence, and status of his or her plumber's licence) 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 & 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.
14. 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 Promoter 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.
15. 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.
16. Incomplete or indecipherable entries will be deemed invalid.
17. Eligible Entrants must retain the original tax invoice, or a photocopy of the tax invoice, for each Eligible Product registered on an Account during the Promotional Period in connection with this Promotion, for a period of 4 months after the end of the Promotional Period. 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 Purchase Period but prior to the relevant entry into this 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 AND NOTIFICATION OF WINNERS

Prize Draws

18. The **"Prize Draw"** for this Promotion will be conducted at the premises of Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10:30am AEDT on 16/12/2021 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
19. **"Prize Winners"** will be drawn as follows: the first ten (10) valid Entries drawn from all Entries received will each win one (1) million Rheem Rewards points valued at \$5,000.00 each.
20. All Winners will be notified by a telephone call and email by 17/12/2021.
21. Each Prize Winner's name will be published on www.winwithrheem.com.au on 20/12/2021.
22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
23. All Prize Winners will be required to claim their Prize by 10am AEDT on 21/03/2022. Failure to do so, subject to any directions from the applicable regulatory authority, shall see the following occur:
 - a. the original Prize Winner/s will forfeit their Prize/s;
 - b. an **"Unclaimed Prize Draw"** will occur on 21/03/2022 at 10:30am AEDT at Anisimoff Legal; and
 - c. any winner of an Unclaimed Prize will be notified by phone and email by 22/03/2022, and their name/s will be published on www.winwithrheem.com.au on 23/03/2022.

Prizes

24. Rheem Rewards points can be redeemed against more than 9,500 products, prizes and gift vouchers, which can be viewed at the Rheem Rewards Website. Prizes are subject to the following conditions:
 - a. Rheem Rewards points will be awarded and deposited into the Prize Winner's Rheem Rewards account within 14 working days of the Prize Draw;
 - b. Rheem Rewards points may be redeemed only at the Rheem Rewards Website;
 - c. Rheem Rewards points are not transferable or redeemable against cash, unless otherwise specified;
 - d. The winning Rheem Rewards points are valid until 31/08/2022. If for any reason the Prize Winner is unable to redeem their winning points prior to this expiry date, then they will forfeit the points and neither cash nor any other form of compensation will be supplied in lieu of the Rheem Rewards points;
 - e. Rheem Rewards points can be used for full or part payment against the redemption of products, prizes and gift vouchers listed on the Rheem Rewards Website – any ancillary costs associated with redeeming Rheem Rewards points are not included;
 - f. Rheem Rewards points may not be redeemed in conjunction with any other specials, discounts or promotional offers; and
 - g. Products purchased from the Rheem Rewards Website using Rheem Rewards points may be returned in accordance with the online store's terms and conditions and the Australian Consumer Law.

- h. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Promotion or the merchantability, quality or fitness for a particular purpose regarding the Rheem Rewards points.
25. A maximum of one (1) Prize will be awarded to a winning Eligible Entrant, excluding SA residents.

26. The total value of the **"Total Prize Pool"** is AUD\$50,000 including GST.

General

27. If any Prize (or part thereof) is unavailable, the Promoter, in its discretion, reserves the right to substitute with an alternative prize to the equal value, subject to any written directions from the applicable regulatory authority.

MISCELLANEOUS PROVISIONS

28. If for any reason this Promotion is not capable of being run as planned, including without limitation 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 entrant; or (b) to cancel, terminate, modify or suspend this Promotion (subject to obtaining regulatory approval, if required).
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. Each Prize Winner consents to the Promoter using their name, likeness, image, and/or voice (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.
31. Nothing in these Terms & Conditions limits, excludes, restricts or modifies or purports to limit, exclude or modify any consumer guarantee, 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.
32. Except for any liability that cannot by law be excluded, each Prize Winner agrees that they take their Prize at their own risk and 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: (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 or entrant; or (f) use of/taking of a prize.
33. As a condition of accepting a Prize, each Prize 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.
34. The Promoter collects personal information of the entrants to this Promotion, including the winners, in order to conduct this Promotion (including names, business addresses, mobile numbers and email addresses). If the personal information is not provided, the person will not be able to enter this Promotion or take a Prize. All personal information will be handled by the Promoter in accordance with the "Promoter's Privacy Policy" which can be found at www.rheem.com.au/privacy. By entering this Promotion and (if applicable) accepting a Prize, each Eligible Entrant is consenting to the Promoter's handling of their personal information in accordance with the Promoter's Privacy Policy. This use includes the use of Eligible Entrant's personal information for direct marketing purposes. Individuals may choose to opt-out of the use of their personal information for direct marketing purposes by contacting the Promoter's privacy officer either by:
 - a. post to 1 Alan Street, Rydalmere NSW 2116, Australia or PO Box 7508, Silverwater NSW 2128;
 - b. email to privacy@rheem.com.au; or
 - c. telephone on (02) 9684 9100.The Promoter's Privacy Policy also contains information about how entrants may access, update or correct their PI, how 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. The Promoter will not disclose PI to any entity outside of Australia.
35. Any part of these Terms & Conditions that is unenforceable, ambiguous or illegal will be severed, and such severance will not affect the enforceability of the remaining provisions of these Terms & Conditions.
36. 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.
37. Authorised under NSW Permit No. TP/01270, ACT Permit No. TP21/01423, SA Permit No. T21/1299

ELIGIBLE PRODUCTS

38. For a list of Eligible Products for this promotion, please visit www.winwithrheem.com.au or call 1300 909 545. All Everhot branded (domestic and commercial) products are excluded from this promotion.

