RHEEM REWARDS MEMBERS ONLY

CHANCE TO WIN A SHARE IN 10 MILLION RHEEM REWARDS POINTS



TERMS AND CONDITIONS

- This "Promotion" commences at 7.00am AEST on 01/10/2020 ("Start Date") and all "Entries" must be received by 7.00pm AEDT on 06/12/2020 ("Promotional Period"). Any Entry received outside the Promotional Period is invalid.
- 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.
- A copy of these full "Terms & Conditions" is available at www.rheem.com.au/win and www.rheemrewards.com.au ("Promotional Website/s").
- This Promotion relates to the purchase of "Eligible Products" as listed on the Promotional Websites between the Start Date and 7.00pm AEDT on 30/11/2020 ("Purchase Period").

ELIGIBILITY

- 5. This Promotion is only open to "Rheem Rewards" members who:
 - a. are operating within Australia;
 - b. are aged 18 years or older; and
 - c. have not been discovered to have breached these Terms & Conditions ("Eligible Entrants").
- 6. 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.
- 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.
- 8. Each entrant acknowledges that the Promoter can rely on these Terms & Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a prize/s to the ineligible entrant. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

HOW TO ENTER

- 9. To enter this Promotion, an Eligible Entrant must:
 - a. during the Purchase Period, purchase an "Eligible Product", being a "Rheem" branded gas water from the Promoter or an authorised re-seller (being any retailer in Australia who can issue a valid tax invoice described in paragraph 9b subsection vi below). The Promotional Websites detail the eligible models;
 - b. during the Promotional Period:
 - visit www.rheemrewards.com.au ("Rheem Rewards Website");
 - 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 details of the Eligible Product(s) purchased;

- v. submit the fully completed online entry form;
- vi. 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; and
- vii.complete the above steps by no later than 11.59pm AEDT on 6 December 2020. To avoid doubt, any purchase of an Eligible Product registered later than 11.59pm AEDT 6 December 2020 will be considered invalid for this Promotion.
- 10. Each Eligible Product purchase by an Eligible Entrant which occurs during the Purchase Period and which is validly recorded against that Eligible Entrant's Account during the Promotional Period, will generate 1 Entry into the next "Minor Prize Draw", subject to these Terms & Conditions.
- 11. An Eligible Entrant who purchases and registers 10 or more Eligible Product purchases during the Promotional Period will receive 1 Entry into the "Major Prize Draw" (also refer to clause 19 below). Each subsequent purchase/s of an Eligible Product will receive 1 additional Entry into the Major Prize Draw. For example, if an Eligible Entrant purchases 13 Eligible Products, they will receive a total of 4 Entries into the Major Prize Draw.
- 12. Multiple Entries are permitted, subject to the following:
- each Eligible Product must be recorded separately and in accordance with the requirements set out in clause 9; and
- b. for the Minor Prize Draws, there is a limit of only 1 Entry per Eligible Product purchased.
- 13. It is the responsibility of the Eligible Entrant to sign into their Account during the Promotional Period to record each Eligible Product purchased during the Purchase Period, in order to accrue the relevant Entries.
- 14. 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

- 15. 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 to disqualify any person who is not an Eligible Entrant, or any entry by an Eligible Entrant which does not comply with these Terms & Conditions.
- 16. The Promoter may disqualify any person who is ineligible to enter this Promotion, or any noncompliant 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.
- 17. Incomplete entries will be deemed invalid.
- 18. 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

- MAJOR PRIZE DRAWS
- There will be 5 "Major Prize Draws" for this Promotion, occurring at RBE Promotions & Activations Pty Ltd, 33 Oxford Street Nundah QLD 4012 ("RBE") between 9am and 12 noon AEDT on 14 December 2020, with 10 "Major Prize Winners" in total, as follows:
 - a. Major Prize Draw 1: the first 2 valid Entries drawn from all Entries received from NSW and ACT will win a Major Prize;
 - Major Prize Draw 2: the first 2 valid Entries drawn from all Entries received from VIC and TAS will win a Major Prize;
 - Major Prize Draw 3: the first 2 valid Entries drawn from all Entries received from QLD will win a Major Prize;
 - Major Prize Draw 4: the first 2 valid entrries drawn from all Entries received from SA and NT will win a Major Prize; and
 - e. Major Prize Draw 5: the first 2 valid Entries drawn from all Entries received from WA will win a Major Prize.
- Each Major Prize Winner's location will be determined by the location of heir registed business address with Rheem Rewards.
- 21. All Major Winners will be notified by a telephone call or email by 15 December 2020.
- 22. Each Major Prize Winner's name will appear in the Australian newspaper on 16 December 2020.
- 23. All Major Prize Winners will be required to claim their Major Prize by 5pm AEDT on 14 March 2021. Failure to do so, subject to any directions from the applicable regulatory authority, shall see the following occur:
 - a. the original Major Winner will forfeit their Major Prize;
 - b. an "Unclaimed Major Prize Draw" will occur at 12 noon AEDT on 15 March 2021 at RBE; and
 - c. any winner of an Unclaimed Prize draw will be notified by phone and/or email by 18 March 2021, and their name will appear in the Australian Newspaper on 22 March 2021.

MINOR PRIZE DRAWS

 There will be 8 "Minor Prize Draws" for this Promotion, with 2 "Minor Prize Winners" from each of the 5 "Prize Regions" (1. ACT and NSW;
VIC and TAS; 3. QLD; 4. SA and NT; and 5. WA) for each Minor Prize Draw, thus 80 Minor Prize Winners in total for this Promotion. Each Minor Prize Draw will take place at RBE between 9.00am and 12 noon AEDT on the dates specified below:

DRAW NO.	ENTRIES CLOSE	DRAW DATE
Minor 1	11-Oct-2020	15-0ct-2020
Minor 2	18-0ct-2020	22-0ct-2020
Minor 3	25-0ct-2020	29-0ct-2020
Minor 4	1-Nov-2020	5-Nov-2020
Minor 5	8-Nov-2020	12-Nov-2020
Minor 6	15-Nov-2020	19-Nov-2020
Minor 7	22-Nov-2020	26-Nov-2020
Minor 8	30-Nov-2020	3-Dec-2020

- 26. Each week the Entry pool will consist of the Entries received between 11.59pm AEDT on the closing date for the previous Minor Prize Draw and 11.59pm AEDT on the closing date for the current Minor Prize Draw. For the first Minor Prize Draw, the pool will consist of the Entries received between 7am AEST on 1 October 2020 and 11.59pm AEDT on 11 October 2020 and for the Minor Prize Draw, the pool will consist of all Entries received between 11.59pm AEDT 22 November 2020 and 11.59pm AEDT on 30 November 2020).
- 27. Minor Prize Winners will be notified by phone and email within 48 hours of the applicable Prize draw, and their names will appear on the Promotional Websites for 28 days after the draw.
- 28. For each Minor Prize 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.
- Any Minor Prize that remains unclaimed until 15 March 2021 will be forfeited by that winner and will be redrawn at 12 noon AEDT 18 March 2021 at RBE.
- 30. Any Minor Prize winner drawn as part of an Unclaimed Prize draw will be notified by telephone call or email by the 22 March 2021. Any Unclaimed Major Prize draw winner will have their name posted on the Promotional Websites on 22 March 2021.

MAJOR PRIZES

- 31. Each of the 10 Major Prizes comprises of 600,000 "Rheem Rewards" points valued at AUD\$3,000.00 including GST (as at 23 July 2020) to be redeemed against more than 9,500 products, Prizes and gift vouchers can be viewed at the Rheem Rewards Website, subject to the following conditions:
 - a. 600,000 points will be awarded and deposited into the Major Prize Winner's Rheem Rewards account within 28 working days of the Major 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;
 - d. The winning Rheem Rewards points are valid until 31 August 2021. If for any reason the Major 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;
 - 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;
 - 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 Major Prize Winners must provide the Promoter with certified copies of all documentation as required by the Promoter before the Major Prize is awarded. As a condition of accepting the Major Prize, the Major Prize Winners 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.
 - 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.

- 32. A maximum of 1 Major Prize will be awarded to a winning Eligible Entrant.
- 33. The total value of the "Major Prize Pool" is AUD\$30,000 including GST.

MINOR PRIZES

- 34. There are 80 Minor Prizes to be won. Each Minor Prize consists of 50,000 Rheem Rewards points (valued at AUD\$250 including GST) that can be redeemed against more than 9,500 products, prizes and gift vouchers at the Rheem Rewards Website, subject to the following conditions:
 - a. Rheem Rewards points may be redeemed only at the Rheem Rewards Website;
 - b. 50,000 points will be awarded and deposited into the Minor Prize Winner's Rheem Rewards account within 28 working days of the Minor Prize Draw;
 - c. 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;
 - d. The Minor Prize Winners acknowledge that the Rheem Rewards points expire on 31 August 2021. If for any reason a Minor Prize Winner is unable to redeem their points prior to this expiry date, then such Minor Prize Winner 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 are not transferable and cannot be redeemed for cash;
 - 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;
 - Rheem Rewards points may not be redeemed in conjunction with any other specials, discounts or promotional offers; and
 - h. 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.
- 35. The total "Minor Prize Pool" is AUD\$20,000 including GST.

TOTAL PRIZE POOL

- 36. The "**Total Prize Pool**" for this Promotion is AUD\$50,000 including GST, allocated as follows amongst the 5 Prize Regions:
 - a. NSW/ACT: AUD\$10,000 including GST;
 - b. VIC/TAS: AUD\$10,000 including GST;
 - c. QLD: AUD\$10,000 including GST;
 - d. SA/NT: AUD\$10,000 including GST; and
 - e. WA: AUD\$10,000 including GST.

GENERAL

- 37. If any Major Prize or Minor 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.
- 38. Unless otherwise expressly stated in these Terms & Conditions, Major Prizes and Minor Prizes, or any unused portion thereof, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

MISCELLANEOUS PROVISIONS

- 39. 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 cancel, terminate, modify or suspend this Promotion (subject to obtaining regulatory approval, if required).
- 40. The Promoter reserves the right in its sole discretion disqualify any individual who tampers with the Entry process, or who otherwise benefits from another person tampering with the Entry process.

- 41. Each Major Prize Winner and Minor 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.
- 42. Nothing in these Terms & Condiitons excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be lawfully excluded, restricted or modified by agreement. All other terms, warranties, guarantees, rights or liability which would otherwise be implied or apply to these Terms & Conditions are excluded. To the extent permitted by law, in respect of goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Promoter's liability is limited, at its option, to:
 - a. in the case of goods, replacing or repairing the goods or supplying equivalent goods, or paying for the cost of replacing or repairing the goods or of acquiring equivalent goods; and
 - b. in the case of services, resupplying, or paying the cost of resupplying, the services.
- 43. Except for any liability that cannot by law be excluded, each Major Prize Winner and Minor Prize Winner agrees that they take their Major/Minor 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 or in connection with the promotion (including, without limitation, the taking or using of a Major/Minor Prize).
- 44. As a condition of accepting a Major or Minor Prize, each Major/Minor Prize Winner must sign any legal documentation as and in the form required by the Promoter and/or Major/Minor Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 45. 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 Major/ Minor 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 Elgible 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.
- 46. 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.
- 47. 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.
- 48. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms & Conditions generally.
- Authorised under NSW TP/00165; SA No: T20/898; ACT: TP 20/01019

PARTICIPATING PRODUCTS

50. For a list of participating products please visit the Promotional Websites or call 1300 909 545.

