

Competition

Terms and Conditions

1 Introduction

- 1.1 This PEX Brand Survey Competition (**Promotion**) is conducted by **Reece Australia Pty Ltd (ABN 84 004 097 090)** of 57 Balmain Street, Cremorne, VIC 3121 (**Promoter**).
 - 1.2 By submitting an entry to the Promotion, you agree to be bound by these Terms and Conditions (**Terms**).
 - 1.3 The Promotion commences at 8am on the 27th of March and finishes at 5pm on the 20th of April or when 400 completions of the survey are submitted, whichever comes first (**Promotional Period**).
 - 1.4 To the extent of any inconsistency between these Terms and any other reference to the Promotion, these Terms will prevail.
 - 1.5 The Promoter reserves the right to, at its discretion:
 - (a) cancel, suspend or restart the Promotion for any reason; and/or
 - (b) disqualify any individual who has breached these Terms or otherwise interfered with the proper conduct of the Promotion.
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2 Eligibility

- 2.1 Subject to this clause, the Promotion is open to entry by any person who is a Australian resident 18 years of age or older (at the time of entry).
 - 2.2 Employees (and their immediate families) of the Promoter are not eligible to participate in this Promotion.
 - 2.3 Immediate family means the spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin of that employee.
 - 2.4 The Promoter reserves the right, at any time, to verify the validity of entries and any person who submits an entry (including that person's identity, age and place of residence) and reserves the right to determine any person to be ineligible to participate in the Promotion in its sole discretion.
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3 Entry

- 3.1 The Promotion will be emailed to existing customers with a link to the survey to be completed.
- 3.2 To enter and be eligible for the prize draw the survey must be completed in full.
- 3.3 If contacted by a representative of the Promoter, the entrant must provide such additional information that the Promoter may request as reasonably necessary for the administration of the Promotion. Failure to provide the requested information may result in the entrant's entry being rejected or not being selected as the winning entry.
- 3.4 Entries must be submitted by fully completing the survey prior to the closing time and date of the promotion. No entries will be accepted thereafter.
- 3.5 Each submission is one entry and there is no limit on how many entries can be

submitted per person.

- 3.6 Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the Promotion. This includes but is not limited to any entry which the Promoter considers to be disparaging of it or any of its promotion partners or any of it or their products and/or services or is otherwise not in keeping with the spirit of Promotion.
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4 Winner

- 4.1 The Promotion is a game of chance.
- 4.2 The winning entry will be drawn at random from all correctly completed entries received prior to .
- 4.3 The winner of the prize draw will be notified by email within two (2) business days of the draw (**Notification**). The Notification will contain instructions for how the winner must claim their prize.
- 4.4 The winning entry will be the provisional winner until the winning entrant has been verified by the Promoter.
- 4.5 The prize draw is a game of chance, and the winner will be drawn at random.
- 4.6 The winner must claim their prize within two (2) business days of receiving the Notification.
- 4.7 The Promoter will also publish the name of the winner on an email to the winners
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Prize

- 4.8 The grand prize consists of 10 x AUD\$100 gift vouchers.
- 4.9 The winner must verify their entry and confirm that they meet the Terms and Conditions of this Promotion with the Promoter prior to claiming their prize. Arrangements will then be made for redemption of the prize.
- 4.10 All prizes must be claimed within 2 weeks of being notified by email and must be redeemed on or before the expiry date of the gift voucher.
- 4.11 The Prize:
- (a) is not transferable or exchangeable;
 - (b) must be taken as offered and cannot be varied;
 - (c) cannot be taken as cash; and
 - (d) cannot be used or redeemed in conjunction with any other offer by the Promoter.
- 4.12 If a prize is unavailable, the Promoter reserves the right to substitute that prize with a prize of equal value, in its sole discretion.
- 4.13 If:
- (a) The prize is not claimed on or before;
 - (b) The winner does not respond to the Promoter within seven days of being contacted by the Promoter notifying the winner that they have won the Promotion;

that winner's right to the prize is forfeited. The Promoter reserves the right (in its sole and absolute discretion) to:

- (c) select a new winner and award the prize to that entrant; or
 - (d) not award the prize at all.
 - 4.14 Any winner found to have breached these Terms will not be entitled to any prize and must return any claimed prize within 30 days of a request to do so. The Promoter will have the final decision on what to do with the prizes (including announcing a new winner who will become entitled to that prize).
 - 4.15 The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
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5 Liability

- 5.1 An entrant must not enter into any arrangement with a third-party in relation to a prize where a prize is promoted or used as an incentive or reward for that entrant and that third-party entering into any commercial or other arrangement.
- 5.2 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.
- 5.3 Any attempt to cause malicious damage, interference with or to undermine:
 - (a) the business of the Promoter;
 - (b) the normal functioning of, or the information on, the website(s) of the Promoter or;
 - (c) the security, fairness, integrity or proper conduct of this Promotion,will constitute a breach of these Terms.
- 5.4 The Promoter reserves its rights to recover damages or other compensation from any person who breaches these Terms.
- 5.5 To the maximum extent permitted by law, each entrant indemnifies, and must defend and hold harmless, the Promoter and each of their employees, servants, agents and contractors, from and against all losses arising from:
 - (a) a breach by the entrant of any of these Terms;
 - (b) any third party claim arising directly or indirectly from a breach by the entrant of any of these Terms;
 - (c) any negligent, wilful or otherwise wrongful act or omission of the entrant;
 - (d) any fraudulent or dishonest acts or omissions by the entrant;
 - (e) any breach by the entrant of any applicable laws; and
 - (f) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the entrant entering the Promotion.
- 5.6 The survey will be conducted via a marketing cloud service. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with this cloud service, and to release the providers of the cloud service, from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter.
- 5.7 Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, 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 event, circumstances, loss or expense arising from the Promotion 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.

6 Privacy

- 6.1 The Promoter collects **Personal Data and Personal Information** as defined by the *Privacy Act 1998 (Cth)* about an entrant to include the entrant in the Promotion, award the prizes (where appropriate) and use the information to assist in marketing of the Promoter and its products and services. If the Personal Information requested by the Promoter is not provided, the entrant will not be eligible to participate in the Promotion.
- 6.2 By entering into the Promotion, each entrant consents to the Promoter using the entrant's name, locality, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide at any time without further notification, remuneration or compensation for the purpose of promoting, publicising, or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter.
- 6.3 By entering into this Promotion, each entrant consents to the collection, use and disclosure of the entrant's Personal Information by the Promoter to:
- (a) provide the relevant prize to the entrant if the entrant is a winner; and
 - (b) contact the entrant in the future with information about the Promoter and its affiliates, including special offers, market research or to provide the entrant with marketing materials via any medium.
- 6.4 The entrant agrees that, in the event they are the winner, the entrant will participate in all reasonable activities in relation to the Promotion as requested by the Promoter and sign any additional documents reasonably required by the Promoter to give effect to this condition. The entrant will not be entitled to any compensation or remuneration for participating in those activities.
- 6.5 All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy and these Terms. A Copy of the Promoter's Privacy Policy and Collection Statement in relation to the treatment of any Personal Information collected may be obtained at <https://www.reece.com.au/privacy>.