

## **REECE CUSTOMER AWARDS PROMOTION TERMS & CONDITIONS**

1. This Promotion is being run for Reece, Actrol, Metalflex and Viadux customer account holders in Australia, promoted by Reece Australia Pty Ltd ABN 84 004 097 090 ("Reece"), 118 Burwood Highway, Burwood, VIC 3125 Telephone: +61 3 9274 0000.
2. Submission of an application, or acceptance of a nomination or prize, in the Promotion is deemed acceptance of these terms and conditions of entry.
3. The Promotion commences at 8.00am AEST on 9 October 2020 and ends at midnight AEST on 8 November 2020 ("Promotion Period").

### **Eligibility:**

4. Limit on applications: one application nomination per account holder, per category of award as listed below. Officers, employees, and immediate families of officers and employees of Reece and its associated entities and subsidiaries are not eligible to enter.
5. Applicants must nominate a nominee to receive the relevant award, and nominees must:
  - a. Be a Reece, Actrol, Metalflex or Viadux account holder, or a director officer or employee of a Reece, Actrol, Metalflex or Viadux account holder, during the Promotion Period;
  - b. Must not be in breach of their supply agreement; and
  - c. Be 18 years or over; and
  - d. Be an Australian resident.

### **Application Process**

6. Applicants must complete the application form and answer the set questions on this website (<https://www.reece.com.au/customer-awards>) during the Promotion Period.
7. Applicants can nominate themselves or another person ("nominee") in one or more of the following Categories:
  - a. Quiet Achiever;
  - b. Top Boss; and
  - c. Industry Legend.
8. Applicants must nominate another person ("nominee"), and the nominee must be an employee of an account holder, in the Trade Spirit award category.
9. Applicants must complete all sections of the application form available on the website.
10. Applications must be completed on the website by 8 November 2020. No late entries will be accepted. Emailed or faxed entries will not be accepted. Incomplete or

incomprehensible entries may be deemed invalid in the absolute discretion of the judges.

### **Intellectual property**

11. Each applicant warrants that the submission is entirely an original work and that the submission, and use of the submission by Reece does not and will not infringe any third party intellectual property rights in any other works anywhere in the world. Each applicant indemnifies Reece and each of its agents, servants, contractors and employees from and against all actions, proceedings, costs, damages, claims, demands, expenses, losses and liabilities whatsoever arising from or by reason of any breach of this warranty.
12. The intellectual property of the products submitted belongs to their authors. Reece does not make any claims of copyright or intellectual property rights, including the moral rights of attribution and integrity, of the applications other than the rights outlined in paragraphs (20) and (21).

### **Prizes**

13. Prizes will be awarded by a judging panel at the panel's absolute discretion. The judging panel will comprise suitably qualified Reece representatives and industry experts.
14. Reece reserves the right in its sole discretion to verify the validity of entries and to disqualify any applicant or nominee whom Reece has reason to believe has breached or been involved in a breach of any of these conditions, or engaged in any unlawful or other improper misconduct which may, in the opinion of Reece, jeopardise the fair and proper conduct of the Promotion. Reece may seek to recover damages or other compensation for any loss incurred by Reece, or any of its related or associated entities or subsidiaries as a result of or in connection with any breach.
15. The judges' decisions will be final and no correspondence will be entered into. If an applicant or nominee is found to be in breach of these terms and conditions, the judging may at the discretion of the judges be repeated.
16. The judging panel will make its decisions by 16 December 2020.
17. Applicants and nominees in each category are competing for one major prize of \$5,000 and a scholarship to Reece's learning platform, Power Up, valued at \$5,000. One \$5,000 prize and one Power Up scholarship will be awarded for each Category. There are no runner up prizes and there is no obligation on the judging panel to award any prizes if it so decides. The Power Up Scholarship is not redeemable for cash.
18. Each applicant and/or nominee can be awarded a prize in one Category only.

## Acceptance of prize

19. In order to accept the prize, the nominee must agree to be bound by these terms and conditions. In the event that the nominee refuses to be bound by the terms and conditions, the prize is forfeited and the judging panel, in its absolute discretion, will choose another winner, or may choose not to award a prize in that Category.
20. In accepting the prize, the winner acknowledges and agrees that they may be required to:
  - a. Share their story by taking part in a video and interview, including photographs. This could take several hours.
  - b. Consent to and allow publication of the interview, video and photographs in full or in part at the discretion of Reece.Such video, interview and photographs may be published on the Reece website, various social media sites, and in internal Reece communications. They may also be used in publications of Reece's related or associated entities and subsidiaries.
21. The winner acknowledges and agrees that all intellectual property rights including copyright and moral rights, in the work produced in connection with the video, interview and photographs in clause 20, are the property of Reece and Reece maintains all right title and interest in such works. In so far as the winner may have any right title or interest in such works, they hereby assign to Reece all right title and interest in such works (in consideration of being given the opportunity to enter the competition to win the prize) and waive any rights to enforce such against Reece.
22. The winners will be informed by telephone and the winners' names will be published on the Reece website. No applicant or nominee may publicly disclose the name/s of the winning applicant or nominee/s until after the official announcement by Reece. The \$5000 cash prizes will be awarded in the form of a cheque made payable to the winning nominees.
23. The Power Up scholarships will be awarded in the form of a letter from Reece confirming the prize. Reece will then contact the winner (or their transferee) by the contact details provided in the application to undertake enrolment process.
24. The winner may choose to transfer the Power Up scholarship to another eligible person. In order to transfer the scholarship, the winner must notify Reece in writing to [communications@reece.com.au](mailto:communications@reece.com.au) within 7 days of publication of the winner's details by Reece. The transferee must qualify the eligibility requirements above, and must agree to be bound by these terms and conditions. Reece may in its absolute discretion refuse a transfer. A transfer, once accepted by Reece, is irrevocable.
25. The applicant warrants and represents to Reece that they have the authority of the Account Holder and the nominee to enter this Promotion, and that the nominee has agreed to be bound by these terms and conditions. The applicant hereby indemnifies and holds harmless Reece, its associated and related entities and subsidiaries, against any claims, demands, liabilities, costs, expenses (including legal costs on a solicitor and own client basis) arising in connection with a breach of this warranty.

### **PowerUp Scholarship requirements**

26. Applicants and nominees agree to the terms and conditions of the PowerUp training program. The terms and conditions of use of the PowerUp training program are annexed to these terms and conditions of entry.
27. Power Up is an online and face to face registered training organisation and is operated by Reece Project Supply Pty Ltd, trading as PowerUp Learning ABN 54 100 065 307. The PowerUp scholarship provides the winner the opportunity to complete either a Certificate IV in Leadership and Management (BSB40812) or a Certificate III in Customer Engagement (BSB30215).
28. The courses will be delivered as a mix of online and face to face training. Winning applicants or nominees will be required to travel to the Melbourne or Sydney from time to time to undertake training during the scholarship period to undertake face to face training. At the time of this Promotion, the face to face training is anticipated to be on two separate occasions for a full day each. The winning applicants or nominees must pay their own travel and accommodation expenses if this is required. It is the responsibility of the winning applicants or nominees to ensure that they meet any necessary residency or visa requirements to undertake the scholarship program and attend Melbourne or Sydney for face to face training. The scholarship will be accessible from January 2021 for a period of 14 months. The course is expected to take 12 to 14 months to complete.
29. Winners (and their transferees) who undertake the training programs are not guaranteed accreditation in the chosen course, and the winner (or their transferee) will be subject to assessment in the normal course of the training program. The winner must pass the assessment to be accredited with the relevant certificate upon completion of the chosen course.

### **Reproduction/Licence**

30. Each applicant gives consent to Reece to publicly exhibit and publish the application material submitted on its websites and internal and external social channels, including the name of the applicant and their photograph. Reece is under no obligation to publish or exhibit any application and the decision as to whether to publish or exhibit any application will be in the absolute discretion of Reece.
31. Each applicant acknowledges that Reece has the right to reproduce for promotional purposes only, the application in whole or in part without payment of any fees to the applicant.

## **Liability**

32. The applicant, to the full extent permitted by law, releases and indemnifies Reece and each of its agents, servants, contractors and employees from and against all claims and demands of every kind resulting from any accident, death, damage, loss (including financial and consequential loss), liability, illness, expense or injury occurring to themselves, any other person or any property in connection with the promotion or the prizes. Reece shall have no responsibility or liability for any loss of, or damage to, any person, goods or personal property.
33. Reece accepts no responsibility for the tax implications that may arise from the prize winnings. The winning applicant should seek independent advice.

## **Privacy Statement**

34. Any personal information provided by applicants is collected by Reece to conduct the Promotion (including prize distribution and promotion), and to provide applicants with information about Reece's products and services. It may be disclosed to those involved in conducting the Promotion or those that assist in providing information about Reece's services, such as mailing houses or marketing companies. If you have any questions in relation to the treatment of your personal information you should contact Reece Australia Pty Ltd Private Bag 109 Burwood Vic 3125 or via email at [privacy.officer@reece.com.au](mailto:privacy.officer@reece.com.au)