



# Back a winner with Rheem & Plumbing Plus

**Win 1 of 4 trips to Darwin Cup 2022!**

## "Plumbing Plus – Win a Trip to Great Northern Darwin Cup Carnival 2022" Promotion

One per region to be won: NSW/ACT, VIC/TAS, QLD/NT and WA/SA.

## Terms & Conditions

1. The Promoter is Rheem Australia Pty Ltd (ABN 21 098 823 511), of 1 Alan Street, Rydalmere NSW 2116. Telephone (02) 9684 9100.
2. This Promotion commences for purchases of Eligible Products (defined below) at 7.00am AEDT on 11/04/22 ("Start Date") and closes for purchases of Eligible Products at 11.59pm AEST on 30/06/22 ("Purchase Period").
3. Entries into the Promotion commence from the Start Date and must be received by 11:59pm AEST on 07/07/22 ("Entry Period"). Any entry received outside the Entry 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.
5. Eligible Products are selected Rheem, Vulcan or AquaMAX branded water heaters (as specified on [www.plusfactorrewards.com.au](http://www.plusfactorrewards.com.au)) and purchased from a participating Plumbing Plus store (as listed on [www.plusfactorrewards.com.au](http://www.plusfactorrewards.com.au)).

### ELIGIBILITY

6. Entry into this promotion is only open to Australian businesses or individuals who hold a "Plus Factor Rewards" account, and where an entrant is an individual, the individual is an Australian resident aged 18 years or older, (collectively "Eligible Entrants").
7. 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 Plus Factor Rewards 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 his or her consent to receipt of the prize.
8. Employees (and their immediate families) of the Promoter, the Promoter's related companies, Plumbing Plus, Plumbing Plus members, 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

### HOW TO ENTER

9. To enter the promotion, an Eligible Entrant must:
  - a. during the Purchase Period, purchase any Eligible Product from a participating Plumbing Plus store (see <https://plumbingplus.com.au/member-locator/>) and quote their Plus Factor Rewards Account details at the time of making their transaction. A member of staff will then submit an entry on behalf of the Eligible Entrant; and then

- b. during the Entry Period, ensure that any purchases made during the Purchase Period are correctly recorded against their Plus Factor Rewards account ("Account"). Confirmation can be given by:
    - i. logging onto their Account and viewing their purchase history at [www.plusfactorrewards.com.au](http://www.plusfactorrewards.com.au); or
    - ii. contacting their local Plumbing Plus store
  - c. remain a member of Plus Factor Rewards for the duration of Promotion and abide by any terms and conditions of Plus Factor Rewards.
10. There will be four (4) prize draws with separate entry pools determined by the Eligible Entrant's registered business address as listed on their Account (each a "Regional Draw") and one (1) final prize draw from all remaining valid entries ("Final Draw"). Eligible Entrants will be drawn from each of the following four regions for the Regional Draws:
    - 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.

11. Eligible Entrants will receive one (1) entry into the relevant Regional Draw for each Eligible Product purchased during the Purchase Period and validly recorded against their Account during the Entry Period.
12. Multiple entries are permitted, subject to the following:
  - a. Only one (1) entry is permitted per Eligible Product purchased; and
  - b. Each Eligible Product must be recorded separately and in accordance with entry requirements.
13. All entries must be submitted by a person in that person's own name or the name of the business in which they are entering on behalf of. Any automated entries, fraudulent entries, or entries by persons using an alias, will be invalid.

### VALIDATION

14. 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 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.
15. 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.

16. 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.
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 purchased and registered on an Account during the Entry Period in connection with this promotion, for a period of 4 months after the end of the 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 Purchase 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

19. All draws will be conducted at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250.
20. 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.
21. Each Regional Draw and the Final Draw will occur at 11.30am AEST on 11/07/2022.
22. The first valid entry drawn in each Regional Draw will each win the major prize, as detailed in the section titled "Major Prizes" below. All remaining valid entries from each Regional Draw will then be combined into the Final Draw where the first six (6) valid entries drawn (from all valid entries received nationally) will each win a minor prize, as detailed in the section titled "Minor Prizes" below.
23. 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](http://www.plusfactorrewards.com.au) on 12/07/22.
24. Winners will be required to claim their prize by 5pm AEST on 20/07/2022, 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;
  - b. an unclaimed prize draw(s) will occur from the relevant entry pool(s) at 11am AEST on 21/07/2022 at the same address as the original draw;
  - c. the new winner(s) will be notified by phone or email within two (2) business days of the relevant draw, and their name(s) will be published on the Promoter's website on 22/07/2022; 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.
25. If an unclaimed prize winner does not claim his or her prize by 12 noon AEST on 27/07/2022 the prize will be forfeited by the new winner and will not be awarded to any individual.
26. An Eligible Entrant may not win more than one Minor Prize (excluding SA Eligible Entrants) in this promotion.

## PRIZE DETAILS

### Major Prizes

27. Each Major Prize comprises of a return trip for one (1) adult to the Great Northern Darwin Cup Carnival 2022 ("Darwin Cup") valued at up to \$6,677 depending on point of departure. Each Major Prize includes:
- Return economy flights to Darwin, NT from the winner's nearest Australian capital city airport flying either Virgin Australia or Qantas. (only provided if winner resides outside of NT. If a winner is from NT, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
  - Four (4) nights' accommodation at H on Smith, Darwin (or equivalent);
  - Breakfast, lunch and dinner daily (excluding mini bar);
  - return hotel to event transfers;
  - Helifish, Litchfield and pub crawl;
  - Entry to the Darwin Cup Ball; and
  - Entry to Darwin Cup Day on Monday, 1 August including premium hospitality.

Major Prize must be taken to coincide with the Darwin event with flights departing on 30/07/2022 and is subject to booking and flight availability. 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.

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.

28. Each Major Prize is valued up to \$6,677 depending on the winner's point of departure.
29. 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 Prizes

30. Each minor prize consists of 250 Plus Factor Rewards points valued at AUD \$250 (incl. GST) issued by Plus Factor Rewards, to spend online at [www.plusfactorrewards.com.au](http://www.plusfactorrewards.com.au) ("Online Store").
31. Use of Plus Factor Rewards points is subject to any terms and conditions specified on the Plus Factor Rewards website at [www.plusfactorrewards.com.au](http://www.plusfactorrewards.com.au). It is the responsibility of any winner to be aware of these terms and conditions.
32. Any ancillary costs associated with redeeming the Plus Factor Rewards points are not included. The Plus Factor Rewards points, and any unused points, cannot be redeemed for cash.
33. Total prize pool value in each region is \$8,177.

## GENERAL

34. 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.

35. Unless otherwise expressly stated, prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
36. 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 after the prize has been delivered to the Promoter's state office or warehouse, 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.

## MISCELLANEOUS PROVISIONS

37. Eligible Entrants consent to the Promoter using their name, likeness and/or image in the event they win a major 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.
38. 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:
- 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.

39. 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.
40. Any cost associated with accessing a promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
41. 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.

42. 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:
- 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);
  - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - 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
- any tax liability incurred by a winner or entrant.

43. Each winner of a prize agrees that they take and use the prize at their own risk.
44. As a condition of accepting a major 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.
45. The Promoter collects personal information of the entrants to this promotion 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 the promotion or accept a prize. All personal information will be handled by the Promoter in accordance with its Privacy Policy (which can be found at [www.rheem.com.au/privacy](http://www.rheem.com.au/privacy)) and these Terms and Conditions. The Privacy Policy also contains information about how entrants may opt out, 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.
46. The Promoter may disclose entrants' personal information to Plumbing Plus Pty Ltd (ABN 29 000 003 832) to enable Plumbing Plus to communicate directly with entrants regarding the promotion. Plumbing Plus will handle entrants' personal information in accordance with its own Privacy Policy which can be found at <https://plumbingplus.com.au/privacy-policy/>.
47. The promoter will disclose personal information of the minor and major prize winners to 212F Pty Ltd (ABN 70 106 450 631) to enable the Promoter to communicate directly with the winners of the promotion, including the dissemination of the Minor Prizes. 212F will handle the personal information in accordance with its own Privacy Policy which can be found at <https://212f.com/privacy-policy/>
48. The promoter will also disclose personal information of the major 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>
49. By entering this promotion and (if applicable) accepting a prize, each entrant is consenting to the Promoter's handling of their personal information in accordance with the Promoter's Privacy Policy and these Terms and Conditions (including disclosure to Plumbing Plus Pty Ltd, 212F Pty Ltd and Sports Entertainment Network Pty Ltd for the purposes described in paragraphs 46-48). This use includes the use by the Promoter of entrants' 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:
- post to 1 Alan Street, Rydalmere NSW 2116, Australia or PO Box 7508, Silverwater NSW 2128;
  - email to [privacy@rheem.com.au](mailto:privacy@rheem.com.au); or
  - telephone on (02) 9684 9100.
50. The Promoter will not disclose PI to any entity outside of Australia.
51. 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.
52. 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:  
NSW Permit No. TP/01270. ACT Permit No. TP22/ 00531.  
SA Permit No. T22/ 401

