

## COMPETITION TERMS AND CONDITIONS

### The Competition

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The competition is known as the 'Win an Aussie Jetter' competition

### Promoter

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The Promoter is Australian Pump Industries (API), ABN 79 061 619 234, of 7 Gladstone Road, Castle Hill NSW 2154.

### Competition Period

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The Competition commences at 9am AEDT on 1 April 2021 and closes at 11:59am AEDT on 30/06/2021 ("**Competition Period**"). Surveys must be completed and returned to the Promoter by 11:59am AEDT on 30/06/2021. No entries will be accepted after this time.

### Entry Restrictions

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Eligibility to enter the Competition is subject to these Entry Restrictions. Entry is open to all Australian and NZ licenced plumbers who are aged 18 years or over at the commencement of this Competition. Entry is not open to people residing outside of Australia or to persons deemed 'ineligible' as set out below.

### Ineligible Persons

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The following persons are ineligible to enter the Competition or win a prize for themselves or on behalf of any other person:

- (a) office holders, management, employees and contractors of the Promoter;
- (b) any nominee, retailer or supplier associated with the Competition, API (the supplier of the prize);
- (c) immediate family members of persons listed in (a) and (b) where 'immediate family members' means any of the following: spouse (including a de facto spouse), ex-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, whether or not they live in the same household as the person listed in (a) or (b).

### Entry Requirements

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If requested by the Promoter, entrants must produce documentation to establish (to the Promoter's satisfaction) the validity of their entry before being awarded a prize. This documentation may include proof of identity, age and place of residence and plumbing licence.

### Competition Entry Method

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To enter the Competition, entrants must, during the Competition Period visit the website at [www.aussiepumps.com.au](http://www.aussiepumps.com.au) complete the survey in full which can be found at that website and then submit the completed survey online. Alternatively, entrants may complete the entry form distributed by Australian Pump Distributors and return the completed survey to Australian Pump Industries, PO Box 6164 Norwest NSW 2153 In completing the survey, all entrants must answer the following question 'Why are Aussie Jettets better than mechanical drain cleaning equipment'. All completed surveys

(whether submitted online or returned by post) must include the entrant's full name, email address and daytime telephone number.

Only one entry per person is permitted. If additional entries are submitted, only the first entry received by the Promoter will be included in the Competition. Any entrant found to be submitting multiple entries may be disqualified from the Competition, with their entry deemed ineligible.

### Competition Judging Details

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Judging will take place at noon AEDT on 7/07/21 at 7 Gladstone Road, Castle Hill by representatives of the Promoter. The winner of the Competition shall be the entry that is judged by the Promoter to have the most creative answer to the 25 words or less question. The Competition is a game of skill, so each entry will be judged on its creativity, originality, ingenuity and any other criteria determined by the judges and chance will play no part. Based on these criteria, the judges will determine the most creative and interesting answer to the question in order to determine a winner. There will be a total of one winner selected, who will win one prize.

### Winner Notification & Publication

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The winner will be notified by phone and in writing on 8/07/21. In addition, the prize winner's name will be published in the API Magazine and online at [www.plumber.com.au](http://www.plumber.com.au) and at [www.australianplumbingindustry.com.au](http://www.australianplumbingindustry.com.au) on 8/07/21 and on the Australian Pump website, [www.aussiepumps.com.au](http://www.aussiepumps.com.au).

### Prize Claim Details

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The winner must claim the prize by 11:59pm AEDT on 16/07/21. Winners must contact the Promoter on (03) 9329 9622 in order to claim their prize. Any failure by the winner to claim their prize by the deadline will result in a new winner being selected in accordance with the unclaimed prize judging process set out below.

### Unclaimed Prize Judging Process

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If a prize is not claimed by a winner by the date set out in the Prize Claim Details section above, or if (after having made reasonable efforts) the Promoter cannot contact the prize winner, or if a winning entry is deemed invalid in accordance with these Terms and Conditions, that prize winner's entry will be deemed invalid and the Promoter reserves the right to distribute the prize to the next best entry as determined by the Promoter in its sole discretion by applying the same judging criteria as was used to select the prior winning entry. Unclaimed prize judging will take place at 11am AEDT on 17/07/21 at 7 Gladstone Road, Castle Hill. The winner in the unclaimed prize judging process will be notified by telephone and in writing immediately after the judging as been completed. Chance will play no part in determining any subsequent winner(s).

### Total Prize Value

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The approximate total retail value of the prize is \$11,909 (including any GST) based on recommended retail prices.

### Prize Details

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There is one prize available. The Competition prize winner will receive 1 x Aussie Cobra A Cube jetter

(ABSSCOBRA-A-CUBE), (total value \$9,394 inc GST), 1 x Aussie Viper Mini Reel (AMINIREEL/WHOSE) (value \$2,077 inc GST), 1 x Aussie 10 litre wet/dry vac (VF13) (value \$438 inc GST)

### Prize Conditions

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The prize is not transferrable, exchangeable or redeemable for cash or other goods or services. Any images associated with the prize are for promotional purposes only. The prize will be subject to any conditions imposed by the supplier of the prize, including any Distributor who facilitates the delivery of the prize. This prize is to be collected from a Distributor nominated by Australian Pump Industries.

### General Terms and Conditions

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1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. Any updates to these Terms and Conditions will be published on the Promoter's website at [www.aussiepumps.com.au](http://www.aussiepumps.com.au). It is entrant's responsibility to check these Terms and Conditions regularly.
2. This Competition will be conducted during the Competition Period.
3. The prize is as stated in the Prize Details section.
4. The judging will take place at noon AEDT on 7/07/21 at 7 Gladstone Road, Castle Hill by representatives of the Promoter. This Competition is a game of skill, and chance plays no part in the selection of the winner. Each eligible entry will be judged by the Promoter based on the criteria set out in the Competition Judging Details section. The judges' decision is final and no correspondence will be entered into.
5. The winner will be notified in accordance with the Winner Notification & Publication section of these Terms and Conditions. It is the entrant's responsibility to notify the Promoter if their contact details change during the Competition Period.
6. If a winning entry is not deemed to comply with these Terms and Conditions, the entry will be discarded and a new winner of the prize will be determined in accordance with the Unclaimed Prize Judging Process section.
7. The Promoter may, in its sole discretion, disqualify any entry from, and prohibit further participation in this Competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or who acts in violation of these Terms and Conditions, acts in a disruptive manner or acts with intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this Competition, or engages in conduct which is contrary to law or is otherwise inappropriate.
8. Entries must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing).
9. No responsibility is accepted by the Promoter for any late, lost misdirected, ineligible or illegible entries (including lost, stolen, forged, defaced or damaged entries). The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
10. The Promoter's decisions in connection with the Competition are final and binding, and no correspondence will be entered into. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. The Prize is not transferable, changeable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a Prize or

any element of a Prize is unavailable for any reason, the Promoter reserves the right to substitute that prize or element with another item of equal or higher value as determined by the Promoter, subject to the approval of any relevant authority if required.

12. By entering this Competition, each entrant accepts full responsibility for the decision to participate in the Competition and agrees to take the prize should he/she be selected as a winner. Entrants acknowledge that there may be inherent risks in some aspects of the Competition or the prize and that participation in the Competition or the prize may involve participating in dangerous activities. By entering this Competition and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable). The winner releases the Promoter, its related bodies corporate, affiliates, officers, agents, employees and suppliers (the "Released Parties") from all liability, loss and damage of any kind arising out of or in connection with the acceptance of, and participation in, any prize. Without limiting the foregoing, the Released Parties will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with the prize which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
13. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize or be liable for any damage that occurs to the prize.
14. The Promoter may communicate or advertise this Competition using Facebook. However, the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook.
15. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition as appropriate. If that happens, the Promoter reserves the right to select a winner from entries received at that time.
16. The Promoter is not liable for any tax implications arising from the prize winnings. Independent financial advice should be sought by the prize winner if necessary. Where this Competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that were the parties are at arm's length goods and services exchanged are of equal GST inclusive market values.
17. Entrants consent to the Promoter using the entrant's name, image and likeness in the event they are the winner (including photograph, filming and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including the outcome) and promoting any products manufactured, distributed, and/or supplied by the Promoter or its related companies.
18. As a condition of entering this Competition, entrants license and grants the Promoter (and its affiliates and sub-licensees) a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
19. Entrants' details may be used for future promotions carried out by the Promoter. Entrants can request not to receive information about future promotions by calling (02) 8865 3500 or unsubscribing from email communications. The Promoter may continue to provide entrants with information for an indefinite period unless and until advised otherwise by

the entrant.

20. The personal information submitted in an entry is collected by the Promoter and will be used for the purpose of conducting the Competition. Personal information will be kept securely and confidentially. Although you may choose not to provide certain information, please be aware that this may affect your eligibility to win the Competition. Personal information supplied by entrants may be provided to related bodies corporate or agencies of the Promoter and third parties involved in promoting or conducting the Competition and future marketing and publicity communications. By entering this Competition and providing your personal information, you agree to such use. An entrant can gain access to, update or correct any personal information held by contacting the Promoter on (02) 8865 3500. All personal information will be held at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or can be found at <https://aussiepumps.com.au/privacy-policy/>.
21. These Terms and Conditions are governed by the laws of NSW. Entrants submit to the exclusive jurisdiction of the courts of NSW.