

Pentair Promotion Terms & Conditions

“Be Prepared 2 Win”

(the ‘Competition’)

Trade Promotion

- 1)** Information on how to enter the Competition forms part of these terms and conditions of entry. Entry in this Competition is deemed acceptance of these terms and conditions of entry.
- 2)** The promoter of this Competition is Pentair Water Australia Pty Ltd (ACN 004 856 204) (ABN 2700 485 6204) whose registered office is 1-21 Monash Drive, Dandenong South VIC 3175 ('Promoter').
- 3)** Subject to paragraph 4 below, the Competition is open to all Australian permanent residents 18 years of age or over.
- 4)** The following people are ineligible to enter the Competition:
 - (a)** Officers employees and contractors of the Promoter or its related bodies corporate, any Pentair Dealer, or any agency involved with this Competition; and
 - (b)** Immediate family members of any person referred to in paragraph (a). 'Immediate family members' is taken to mean spouse, parent, stepparent, child, step-child, sibling, step-sibling, nephew, niece, uncle, aunt, grandparent, grandchild, in-laws, de-facto partners and adoptive relationships.
- 5)** The 'Promotional Period' runs from 8.00am on Sunday 1st October 2017 to 5.00pm on Wednesday 28th February 2018.
- 6)** In order for entrants to be eligible for entry, entrants must purchase any Onga Blazemaser product powered by Honda from any Pentair dealer during the Promotional Period (a 'Qualifying Product Purchase').
- 7)** For a full list of participating Pentair Dealers, log onto www.onga.com.au
- 8)** Number of entries: Entrants may submit one entry per Qualifying Product Purchase, even if more than one Qualifying Product Purchase is made in a single transaction.
- 9)** Entrants must retain the original receipt for every Qualifying Product Purchase showing: purchase date; the relevant participating Pentair dealer; Product purchased; until the Promoter has verified the winning entries. If requested, an entrant must mail all of their original receipts to the Promoter for verification before any Prize will be awarded to that entrant.
- 10)**
 - (a)** Complete entries must be submitted online at www.onga.com.au before 5pm on Wednesday 28th February 2018. The Promoter shall not be responsible for entries that are not received before 5pm on Wednesday 28th February 2018 for any reason including problems with the internet or telecommunications services. Entries are received at the time of receipt by the Promoter and not at the time of transmission by the entrant.

11) The 'Winning Prize' is a choice of **either** option (a) **OR** option (b) as outlined below.

a) (1) x 'CBR300RA' Honda Powered Motorcycle + (1) x \$500 voucher for Peter Stevens

Selector of option (a) winner is responsible for all other costs in relation with the Winning Prize including insurance, roadworthy & registration and the cost of any accessories or costs in collecting the motorcycle.

The total value of prize draw (a) is \$5899

b) (1) x 'CRF 230 F Honda Powered Motorcycle + (1) x \$500 voucher for Peter Stevens

Selector of option (b) winner is responsible for all other costs in relation with the Winning Prize including insurance, registration and the cost of any accessories or costs in collecting the motorcycle. Option (b) is not permitted for on road use.

The total value of prize draw (b) is \$6499

12) The winner of the Competition will be determined by random draw ('Prize Draw') as follows:

(a) **'Prize Draw'** - The Prize will be drawn at 11.00am on Friday, 9th March 2018. The Prize Draw will take place at the Promoter's office at 1-21 Monash Drive, Dandenong, South Victoria 3175. The Prize will be awarded to the first valid entry drawn in the Prize Draw.

13) The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

14) The winner of any Prize need not be present at the Prize Draw.

15) The winner of the Prize will be notified by telephone and mail or email via the contact details provided in their entry, within five business days of the Prize Draw. The name and suburb/town of the winner will also be published on the Onga website (www.onga.com.au) within five business days of the Prize Draw. In addition, the name and suburb/town the Prize winner will be published on Pentair's social media platforms on 16th March 2018.

16) Unless advised otherwise by the Promoter, the Prize winner will collect their Prize from their nearest Honda Motorcycle Dealer within eight weeks of the relevant Prize Draw, at a time and date to be agreed.

17) If any Prize is not claimed within three months of the Prize Draw, then the relevant Prize will be forfeited and the Promoter will conduct a second chance draw from the remaining entries to determine the winner of that Prize, subject to any approval or directions of a relevant regulatory authority. This prize will be drawn at 11.00am on Friday, 6th July 2018. Each No Claimed prize Draw will take place at the Promoter's office at 1-21 Monash Drive, Dandenong South, Victoria 3175. To the extent possible, any second chance draw will be conducted in the same manner as the Prize Draw, as set out in these terms and conditions. The winner of the unclaimed Prize will be notified by telephone and mail or email via the contact details provided in their entry, within two business days of the Prize Draw. Furthermore, the name and suburb/town of the Prize winner will be published on the Onga website (www.onga.com.au) and Pentair's social media platforms.

21) The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.

22) Prizes are not exchangeable or transferable and cannot be redeemed for cash.

23) If any Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize equal to the value and/or specification, subject to any written directions from a regulatory authority.

24) The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. The Promoter may require any Prize winner to provide photo ID when collecting their Prize. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

25) 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 reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.

26) The Promoter's decisions are final and no correspondence will be entered into.

27) The Promoter may use the name, likeness, image and/or voice of the Prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for promotional purposes.

28) By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a Prize, or using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of the Prizes.

29) Authorised under permit numbers: NSW Permit No. LTPS/17/17595; SA Permit No. T17/1673; ACT Permit No. TP17/01782; NT, WA, VIC, TAS & QLD as per state laws

30) The Promoter collects the entrants' personal information to conduct the Competition and promote the Promoter's goods and services including Pentair Dealers. By entering the competition, unless otherwise advised, each entrant also expressly consents to:

(a) the Promoter (or any of its related companies) contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;

(b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:

- (i) assist the Promoter in promoting the Promoter's goods and services and Pentair Dealers or running competitions (including by sending electronic messages or telephoning the entrant on the Promoter's behalf); or
- (ii) use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services), without any further reference, payment or other compensation to the entrant. The express consent referred to in this statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies where the name of the winner and their suburb/town may be published as required under the relevant lottery legislation, and in accordance with these terms and conditions. All personal details of the entrant will be collected, used, stored and disclosed in accordance with the Promoter's privacy policy. A request for a copy of the Promoter's privacy policy or to access, update or correct any personal information should be directed to the Promoter's registered office.