

# **Pentair Promotion Terms & Conditions**

## **“Pump it Up”**

### **(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 Onga Pump Shop, 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 Monday 22<sup>nd</sup> February 2021 to 5.00pm Thursday 9<sup>th</sup> April 2021.
- 6)** In order to be eligible for entry, entrants must spend \$150 or more on any one Onga, Southern Cross, Flotec, ShurFlo, Pentair, Jung Pumpen, or Sta-Rite branded product (each a ‘Product’) from any participating Onga Pump Shop during the Promotional Period (a ‘Qualifying Product Purchase’).
- 7)** For a full list of participating Onga Pump Shops, log onto [www.ongapumpshop.com.au](http://www.ongapumpshop.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 Onga Pump Shop; Product purchased; and amount spent, 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.ongapumpshop.com.au](http://www.ongapumpshop.com.au) from 8:00am Monday 22<sup>nd</sup> February 2021 – midnight Wednesday 31<sup>st</sup> March 2021 for inclusion into both the daily and major prize draws. The Promoter shall not be responsible for entries that are not received 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.

(b) Entries received April 1<sup>st</sup> 2021 but before 5.00pm Friday April 9<sup>th</sup> 2021 will not be eligible to participate in the daily draws, but will be entered into the major prize draw only.

**11)** The competition prize/s include the following:

(a) The 'First Prize' is 1 x Monsoon Advantage Portable Spa from Just Spas valued at \$18,990. T&C's as per Just Spas included in point 12 below.

(b) Thirty-nine additional prizes (each a 'Daily Prize') will also be awarded. Each Daily Prize is an Ultimate Ears Megaboom 3 Portable Bluetooth Speaker valued at \$299. The winner of each Daily Prize will be responsible for any other costs in connection with collecting their prize.

The total amount of prizes in point 11 (a) and (b) is \$30,651

**12)** Terms & Conditions of Monsoon Advantage Portable Spa from Just Spas

(a) Cyclone Monsoon Advantage Portable outdoor spa is supplied by Just Spas. Upon winning the prize, the winner will have a choice of cabinet and spa colour. When colour selection is finalised, the spa will be placed into production and lead time supplied. Please allow approximately 3 months for production and delivery. The winner of the Major Prize will be responsible for any costs in connection or delivery or connection of the portable spa pool to/onsite.

**13)** The winners of the Competition will be determined by random draw ('Prize Draw') as follows:

(a) **'Daily Prize Draw'** - One Daily Prize winner will be drawn at 11:00am each day from Tuesday 23<sup>rd</sup> February 2021 to Tuesday 6<sup>th</sup> April 2021 inclusive (as Friday 2<sup>nd</sup> April is Good Friday and offices are closed for the Easter break). Complete entries must be submitted online at [www.ongapumpshop.com.au](http://www.ongapumpshop.com.au) before 11:59pm each day for inclusion into the following days draw. Each Daily Prize Draw will take place at the Promoter's office at 1-21 Monash Drive, Dandenong South, Victoria 3175. A Daily Prize will be awarded to the first valid entry drawn in each Daily Prize Draw.

(b) **'First Prize Draw'** - The First Prize will be drawn at 11.00am Friday, 30<sup>th</sup> April 2021. The First Prize Draw will take place at the Promoter's office at 1-21 Monash Drive, Dandenong, South Victoria 3175. All daily prizes winners will be re-entered into the first prize draw. The First Prize will be awarded to the first valid entry drawn in the First Prize Draw.

**14)** Entries are eligible to win only one Daily Prize; this means that every entry that wins a Daily Prize will be ineligible to win any further Daily Prizes. The winner of a Daily Prize will be eligible to win another daily Prize only if they have submitted one or more other valid entries into the Competition. All Daily prize winners will be re-enter in for the Major Prize Draw.

**15)** Subject to the rest of these terms and conditions, valid entries will be included in all Prize Draws that take place after the day on which the entry was submitted.

**16)** 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. Unless any such reserve entry becomes a winning entry, it will be returned to the draw for inclusion in subsequent Prize Draws.

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

**18)** The winners of the Prizes will be notified by telephone and mail or email via the contact details provided in their entry, within five business days of the relevant Prize Draw. The name and

suburb/town of the winners will also be published on the Pentair website ([www.pentair.com.au/pumpshop-daily-winner](http://www.pentair.com.au/pumpshop-daily-winner)) within five business days of the relevant Prize Draw.

**19)** Unless advised otherwise by the Promoter, each Prize winner will collect their Prize from the Onga Pump Shop where they made their winning purchase within eight weeks of the relevant Prize Draw, at a time and date to be agreed.

**20)** If any Prize is not claimed within three months of the First 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 also be drawn at 11.00am on Friday, 1<sup>st</sup> October 2021. 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 other Prize Draws, as set out in these terms and conditions. The winners 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 relevant Prize Draw. The name and suburb/town of the winners will also be published on the Pentair website ([www.pentair.com.au/pumpshop-daily-winner](http://www.pentair.com.au/pumpshop-daily-winner)) within three business days of the relevant Prize Draw.

**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 any 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: Permit No. NSW TP/00750, Licence No. SA T21/119, Permit No. ACT TP 21/00124, VIC, TAS, NT, QLD & WA 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 the Onga Pump Shops. 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 Onga Pump Shops or Pentair dealer 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 and the winners' names and suburbs/towns published as required under the relevant lottery legislation and in accordance with these terms and conditions. All personal details of the entrants 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.