

Pentair Promotion Terms & Conditions

“CASH BACK SALE”

(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 18th March 2019 to 5.00pm on Friday 12th April 2019.
- 6)** In order to be eligible for entry, entrants must spend \$150 or more on any one Onga, Southern Cross, Flotec, ShurFlo, Hypro, Pentair, Jung, 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 or 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 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) The Monday following the end of each business week during the promotion, the weekly draw will take place. Complete entries must be submitted online at www.ongapumpshop.com.au before 5pm Friday 22nd March, 5pm Friday 29th March, 5pm Friday 5th April & 5pm Friday 12th April 2019 to be eligible for the prior week's draw. The Promoter shall not be responsible for entries that are not received before 5pm on Friday

following each week of the promotion 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 weekly prize consists of a complete cash rebate Inc. GST of the promotional price of the purchased product.

12) The weekly prize can only be claimed after two weeks since the draw takes place.

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

(a) **'Weekly Prize Draw'** - One weekly Prize winner will be drawn at 9am each week from Monday 25th March 2019 to Monday 15th April 2019 inclusive. Each Weekly Prize Draw will take place at the Promoter's office at 1-21 Monash Drive, Dandenong South, Victoria 3175. A Weekly Prize will be awarded to the first valid entry drawn in each Weekly Prize Draw. If there are no valid entries in a Weekly Prize Draw (for example, in the first Weekly Prize Draw), that Weekly Prize Draw will be drawn at 9am on the next day on which there is at least one valid entry in the draw.

14) Each entry is eligible to win only one Weekly Prize; this means that every entry that wins a Weekly Prize will be ineligible to win any further Weekly Prizes. The winner of a Weekly Prize will be eligible to win another Weekly Prize only if they have submitted one or more other valid entries into the Competition.

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. For example, a valid entry submitted on 18th March 2018 will be eligible for the Weekly Prize Draws on Monday 25th March and every week onwards until Monday 15th April 2019.

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 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 Onga Pump Shop Facebook page within one week of the draw taking place. In addition, the name and suburb/town of all Prize winners will be published on www.ongapumpshop.com.au website by Monday 29th April 2019.

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 two 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. 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 Onga Pump Shop website (www.ongapumpshop.com.au) within two 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) 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.

23) 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.

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

25) 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.

26) 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) 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),

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.