## Sammy's Shout Samios Plumbing Supplies National Promotion 2023

## **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to NEW SOUTH WALES (NSW), QUEENSLAND (QLD) SOUTH AUSTRALIAN (SA) WESTERN AUSTRALIAN (WA) NORTHERN TERRITORY (NT), VICTORIA (VIC), TASMANIA (TAS) residents who are licensed plumbing contractors or are an account customer of participating Samios branches that displays promotional advertising featuring this promotion ("Eligible Entrant"). Local State and Federal Government departments, institutions and cash sale customers are excluded. Employees (and their immediate families) of the Promoter, participating Samios branches and agencies associated with this promotion are also ineligible to enter.
- 3. Any Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- 4. Eligible Entrants must be within the Samios trading terms throughout the Promotional Period and must not have overdue monies owing as at the 01/08/2023 in order to be eligible to claim any prize.
- 5. Any entry which does not comply with these Terms and Conditions is invalid.
- 6. The promoter is Samios Plumbing Supplies (ABN. 91 010 360 899) 675 MacArthur Avenue Central, Pinkenba, QLD, 4008.
- 7. Entry is only open to Australian businesses with a valid ABN (each an "Eligible Business").
- 8. Employees (and their immediate families) of the Promoter 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
- 9. The promotion commences on Monday 19/06/2023 and concludes at 11:59 pm AEST on Monday 31/07/2023 ("**Promotional Period**"). All times referred to herein are AEST, as applicable in QLD.
- 10. To be eligible to enter via a spend entry method, an authorised representative on behalf of an Eligible Business, must spend the following with the Promoter during the Promotional Period (collectively referred to as a "Qualifying Transaction"):
  - a) Purchase one (1) of the eligible Rheem, Vulcan, Aquamax or Rinnai hot water units, plus one (1) AVG valve or one (1) AVG Quickie Kit, on one invoice, to earn the respective points per product, as per the table below
  - b) Each hot water unit purchased must be bundled with one (1) AVG valve or one (1) AVG Quickie Kit to qualify to receive the points allocated per product as per the table below
  - c) If two or more hot water units are purchased with only one (1) AVG valve or one (1) AVG

- Quickie Kit on one invoice, the point allocation will be awarded to the hot water unit with the higher point value bundled with the AVG Valve/Quickie Kit, as per the table below
- d) Multiple purchases of the products listed below are allowed, if purchased as per the package above, on one invoice
- e) Purchase one (1) eligible Rheem electric or gas storage water heater and receive one (1) \$40 eGift card OR Purchase one (1) eligible AquaMAX electric storage or Vulcan gas storage water heater and receive one (1) \$20 eGift card. Refer to Appendix 2 for eligible products.
- f) eGift card will be a BWS voucher.

1	RHE491125G4	HWS RHEEM ELECT 125LT 1.8KW S/E
2	RHE491125G7	HWS RHEEM ELECT 125LT 3.6KW
3	RHE491125G7/BL	HWS RHEEM ELECT 125LT 3.6KW B/ANODE
4	RHE491160G4	HWS RHEEM ELECT 160L 1.8KW
5	RHE491160G5	HWS RHEEM ELECT 160LT 2.4KW
6	RHE491160G7	HWS RHEEM ELEC 160L 1X3.6KW
7	RHE491160G7/BL	HWS RHEEM ELEC 160L 1X3.6KW B/ANODE
8	RHE491250G4	RHEEM ELEC 250L 1X1.8KW
9	RHE491250G7	HWS RHEEM ELECT 250LT 3.6KW S/E
10	RHE491250G7/BL	HWS RHEEM ELECT 250LT 3.6KW B/ANODE
11	RHE491250G8	HWS RHEEM ELEC 250L 1X4.8KW
12	RHE491315G7	HWS RHEEM ELECT 315LT 3.6KW
13	RHE491315G7/BL	HWS RHEEM ELECT 315LT 3.6KW B/ANODE
14	RHE491315G8	HWS RHEEM ELEC 315L 1X4.8KW
15	RHE874T26NF	HWS RHEEM METRO MAX 26L 60DEG NG
16	RHE874T26PF	HWS RHEEM METRO MAX 26L 60 DEG LPG
17	RHE876T26NF	HWS RHEEM METRO MAX 26L 50DEG NG
18	RHE876T26PF	HWS RHEEM METRO MAX 26L 50 DEG LPG
19	RHE347135N0	HWS RHEEM GAS EXT 4 STAR 135L NG
20	RHE347135P0	HWS RHEEM GAS EXT 4 STAR 135L LPG
21	RHE347170N0	HWS RHEEM GAS EXT QR 170 NG
22	RHE347170P0	RHEEM GAS EXT 4 STAR SQ 7YR 170 PROP
23	RHE850330N0	HWS RHEEM GAS STELLAR EXT 330LT NG
24	RHE850330N0/B	RHEEM GAS EXT HE/QR 10YR 330 NAT B/ANODE
25	RHE850360N0	HWS RHEEM GAS STELLAR EXT 360LT NG
26	VUL648135N0/C	VULCAN GAS EXT 4 STAR 135L NAT
27	VUL648135N0/B	VULCAN GAS EXT 4 STAR 135L BLUE ANODE
28	VUL648135N0/C	VULCAN GAS EXT 4 STAR 135L NG
29	VUL648135P0/C	VULCAN GAS EXT 4 STAR 135L LPG
30	VUL648170N0/C	VULCAN GAS EXT 4 STAR 170L NG
31	VUL601125G4	HWS VULCAN ELECT 125L 1.8KW
32	VUL601125G7	HWS VULCAN ELECT 125L 3.6KW
33	VUL661250G7	HWS VULCAN ELECT 250L 306KW S/E
34	VUL661250G7/BL	HWS VULCAN ELECT 250L 306KW B/ANODE
35	VUL661315G7	HWS VULCAN ELECT 315L 3.6KW S/E
36	AQU981125G4	HWS AQUAMAX ELECT 125L 1.8KW
37	AQU981125G4/BL	HWS AQUAMAX ELECT 125L 1.8KW B/ANODE
38	AQU981125G7	HWS AQUAMAX ELECT 125L 3.6KW
39	AQU991250G7	HWS AQUAMAX ELECT 250L 3.6KW
40	AQU991250G7/BL	HWS AQUAMAX ELECT 250L 3.6KW B/ANODE
41	AQU991315G7	HWS AQUAMAX ELECT 315L 3.6KW

- 11. Eligible Businesses are only permitted a maximum of ten (10) gifts during the entirety of the "Promotional Period".
- 12. Upon making their Qualifying Transaction, the Eligible Business will be entered by a staff member into the draw. The Eligible Business will be eligible to receive a gift card in accordance with the number of entries applicable to their Qualifying Transaction. The Eligible Business will be required to provide their contact details (including but not limited to the authorised representative's full name, telephone number, email address and ABN for the Eligible Business) to the staff member for the purposes of their entry.
- 13. The redemption of the gift will take place at the store in which the original purchase has been made after the claim has been validated. A gift card will be issued within four weeks of the purchase. The promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim the gift.
- 14. Entries are deemed to be received at the time of receipt by the Promoter. The Promoter is not responsible for failure to receive an entry for any cause beyond its control.
- 15. Eligible Businesses must retain their original purchase receipt(s) and/or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Business' entries and forfeiture of any right to a prize. Purchase receipt(s) and/or invoice(s) must clearly specify the store of purchase, the purchase amount and that the purchase was made during the Promotional Period but prior to entry.
- 16. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of 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. 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.
- 17. The Promoter reserves the right, at any time, to charge the value of the awarded gift cards to the customer, if they are not compliant with terms and conditions set out in the customer's credit account.
- 18. The Promoter reserves the right, in event of the Gifts being unavailable to conclude the promotion.
- 19. Incomplete or indecipherable entries will be deemed invalid.
- 20. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
- 21. Participating Samios Branches:

QLD:16, NSW: 1, WA:4, NT:1, VIC:7, SA:2, TAS:2

- 22. The Promoter's decision is final and no correspondence will be entered into.
- 23. The valid entries will win the gift as outlined under clause 10.

- 24. Total prize pool is \$80,000 INC GST.
- 25. A limit of 10 gifts per customer over the promotion period.
- 26. If for any reason a winner or Prize Recipient does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 27. Gifts are not transferable
- 28. Eligible Businesses consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
- 29. If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 30. Any cost associated with accessing the promotional website is the responsibility of the individual submitting the entry on behalf of the Eligible Business and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an individual/Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that individual/Eligible Business invalid.
- 31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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, or out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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;(d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, Prize Recipient or Eligible Business; or (f) use of a prize.
- 32. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://shop.samios.net.au/sam/en/AUD/privacyPolicy">https://shop.samios.net.au/sam/en/AUD/privacyPolicy</a>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity,

research and profiling purposes, including sending electronic messages or telephoning the Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they 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. The Promoter may disclose PI to entities outside of Australia (see Privacy Policy for details).

33. This Promotion is in no way sponsored, endorsed or administered by or associated with BWS.