

# “Samios – Zip Red Balloon Promotion”

## TERMS AND CONDITIONS:

1. Information on how to enter and the prize(s) 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 31.01.2020 in order to be eligible to claim any prize.
5. **“Samios Zip Red Balloon Promotion”** commences in the participating branches **on 1<sup>st</sup> February 2020** at 6.00am and ends at 5.00pm in the participating branches on **31<sup>st</sup> April 2020** (“Promotional Period”).
6. To be eligible to enter and receive one (1) \$300 Red Balloon Gift Card, Eligible Entrants must purchase one (1) Zip HydroTap model numbers M1005AU, HT1783, HT1784, HT1764, HT1703, HT1704, HT1705, and HT1722, during the Promotional Period, in a single transaction at a participating Samios Branch. For each Zip HydroTap purchased in a single transaction, customer will receive one (1) Red Balloon Gift Cards RRP \$300.00.
7. Bonus \$300 Red Balloon Gift Card is available strictly while stocks last and on a first come, first served basis.
8. A maximum of five bonus prizes per account can be claimed during the promotional period.
9. Gift Cards will be available at your Samios branch from March 2020, and is at the discretion of Samios to distribute vouchers.
10. The promoter accepts no liability for unfulfilled or misplaced vouchers.
11. The promoter accepts no liability for selection of experience and any occurrences thereafter.

12. The promoter has no liability for any act, default or omission, whether negligent or otherwise, of any service provider of Red Balloon experiences. It is the gift card receiver's responsibility for selecting a suitable experience and their own safety.
13. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence/employment) and to disqualify any Eligible Entrant who submits an entry form that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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
14. Incomplete or illegible entries will be deemed invalid.
15. Eligible Entrants must retain their original Samios branch purchase receipt(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 Entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Samios branch of purchase and that the purchase was made during the Promotional Period but prior to entry.
16. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
17. Participating Samios Branches:  
**QLD:14, NSW: 1, WA:3, NT:1, VIC:6, SA:2, TAS:2**
18. If any prize is unavailable, the Promoter reserves the right to substitute the prize with a prize of equal or greater value subject to relevant state and territory regulations.
19. Total prize pool value is \$30,000. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. Eligible Entrants 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.
21. 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, to the fullest extent permitted by law and as permitted by the state bodies who issued permits for this promotion.: (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion.
22. 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 South Australia ("Non-Excludable Guarantees").

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 or Eligible Entrant; or (f) use of a prize.
  
24. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. Eligible Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
  
25. The promoter is Samios Plumbing Supplies (ABN. 91 010 360 899) 675 MacArthur Avenue Central, Pinkenba, QLD, 4008.