



RHEEM & GALVIN'S PLUMBING SUPPLIES WIN A GARMIN FORERUNNER WATCH PROMOTION



TERMS AND CONDITIONS

1. The Promoter is Roy Galvin & Co Pty Ltd trading as Galvin's Plumbing Supplies (ABN 85 008 719 408), of 3-5 Sundercombe Street, Osborne Park, WA 6017. Phone (08) 9441 8544.
2. This Promotion commences for purchases made from 7.00am AWST on 02/10/2023 ("Start Date") and closes for purchase made at 5.00pm AWST on 01/12/2023 ("Promotional Period" and "Purchase Period"). Any purchase completed outside the Promotional Period and/or Purchase Period is invalid.
3. Information on how to enter and the prizes form part of these Terms and Conditions.

ELIGIBILITY

4. Entry into this promotion is only open to businesses and individuals who hold a Galvin's Plumbing Supplies account, and who:
 - a. in the case of businesses, are located in Western Australia and provide plumbing services in Western Australia; and
 - b. in the case of individuals, are registered plumbers holding a current valid plumber's licence issued in Western Australia, and are aged 18 years or older ("Eligible Entrants").
5. Where an Eligible Entrant is a business, if that entrant is drawn as the winner of the major prize, the relevant prize will be awarded to the nominated authorised representative for that business as recorded by Galvin's Plumbing Supplies, unless the authorised representative requests, and the Promoter agrees in its sole discretion, that the prize be awarded to another individual. Any individual nominated by the authorised representative to receive a prize must provide his or her consent to receipt of the prize.
6. Employees (and their immediate families) of the Promoter, the Promoter's related companies, Roy Galvin & Co Pty Ltd (trading as Galvin's Plumbing Supplies), 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 first cousin.
7. Entry into this promotion constitutes acceptance of these Terms and Conditions.

HOW TO ENTER

8. To enter the promotion, an Eligible Entrant must during the Purchase Period, purchase from a Galvin's Plumbing Supplies store (see <https://galvins.com.au/store-locator/>) any "Rheem" or "Vulcan" products that is listed in Schedule 1 of these Terms and Conditions. A list of Eligible Products will also be available on the Galvin's Plumbing Supplies website at www.galvins.com.au
9. For every four (4) Eligible Products purchased during the Purchase Period by an Eligible Entrant which is validly recorded against that entrant's Galvin's Plumbing Supplies Trading Account will generate one entry into the major draw.
10. As indicated above, multiple entries are permitted into the major draw, subject to the following:
 - a. Each Eligible Product must be purchased and recorded against the correct Galvin's Plumbing Supplies Trading account.
 - b. There is a limit of 1 major prize to be won per Eligible Entrant (i.e. an Eligible Entrant cannot win multiple major prizes).
 - c. One entry for every four Eligible Products purchased. For example, if an Eligible Entrant purchases 7 Eligible Products in the Purchase Period, they will receive one entry into the prize draw. If an Eligible Entrant purchases 12 Eligible Products, they will receive three entries into the prize draw.

VALIDATION

11. The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of entrants (including an entrant's identity, age, place of residence, and status of his or her plumber's licence where applicable) and to disqualify any person who is not an Eligible Entrant, or any entry by an Eligible Entrant which does not comply with these Terms and Conditions.
12. The Promoter may disqualify any person who is ineligible to enter this promotion, or any non-compliant entry (including an entry where an Eligible Entrant cannot provide proof of purchase of an Eligible Product), even if the Promoter only learns of that person's ineligibility or the entry's invalidity after the Promoter has awarded a prize to that person. In that case, the Promoter may require the person to return the prize or make a payment of the prize value to the Promoter.
13. Eligible Entrants must retain the original tax invoice, or a photocopy of the tax invoice, for each Eligible Product registered on an Account during the Promotional Period in connection with this promotion, for a period of 4 months after the end of the Promotional Period. Further, the Promoter may require Eligible Entrants to provide the relevant tax invoice (or copy) for verification purposes as a condition of the Eligible Entrant claiming a prize. Each tax invoice relating to the purchase of an Eligible Product must clearly indicate that the Eligible Product was purchased on a date falling within the Purchase Period but prior to the relevant entry into the promotion. Failure by an Eligible Entrant to provide proof of purchase of an Eligible Product when requested by the Promoter may, in the absolute discretion of the Promoter, result in invalidation of the relevant entries.

DRAW & NOTIFICATION OF WINNERS

14. There will be thirty (30) major prizes to be won, each to be conducted at the premises of Galvin's Plumbing Supplies, 3-5 Sundercombe Street, Osborne Park, WA 6017.

MAJOR PRIZE DRAWS

15. The major prize draws will occur at 2pm AWST on 06/12/2023.
16. Thirty (30) major prizes will be awarded to Eligible Entrants from all entries received. The first valid entries drawn from all entries received during the Promotional Period will win the major prize for that segment.
17. All winners of a major prize will be notified by a telephone call and/or email by 08/12/2023 by Galvin's Plumbing Supplies, and the winners' names will then be published on the Promoter's website at www.galvins.com.au within 72 hours.
18. All major prize winners will be required to claim their prize by 5pm AWST on 09/12/2023, by contacting the Promoter (either by email or telephone). If a major prize remains unclaimed at this time, then subject to any directions from the applicable regulatory authority, the original winner of that prize will forfeit the prize;
19. An unclaimed prize draw will occur from the relevant entry pool(s) (see paragraph 30) at 2pm AWST on 09/02/2024 at the same address as specified in paragraph 14 for all unclaimed prizes;
 - a. the new winner(s) will be notified by phone or email by 11/02/2024, and their name(s) will be published on the Promoter's website within 72 hours; and
 - b. the new winner will be required to claim their major prize by contacting the Promoter (by email or telephone).
20. If a new winner does not claim his or her prize by 12 noon AWST on 13/02/2024, the prize will be forfeited by the new winner and will not be awarded to any individual.

PRIZE DETAILS

MAJOR PRIZES

21. There are thirty (30) major prizes to be won. As indicated above, one major prize will be awarded to a single Eligible Entrant (or its nominated representative, in the case of a business). The major prize is one (1) Garmin Forerunner 745 Sports Watch (part number: 010-02445-10).
22. The following terms also apply regarding the major prizes:
 - a. Each major prize is valued up to \$899 (September 2023, source: <https://www.garmin.com/en-AU/p/713363/pn/010-02445-10>)
 - b. The value of the major prize (indicated above) is accurate as at the Start Date. The Promoter accepts no responsibility for any variation in the value of the major prize after that date.
23. The major prize awarded will be delivered to the winner's home branch as determined by Galvin's Plumbing Supplies. The Promoter will contact each winner once the major prize, and the winner will then be required to arrange pick-up of the prize at his or her own cost within the time frame specified by the Promoter.
24. A winner may request that the Promoter arranges for the major prize to be delivered to an alternative delivery location, and the Promoter may, in its sole discretion, agree to deliver the prize to the winner's nominated location. If it does so, the winner may need to pay part or all of the associated delivery charges, as notified by the Promoter. The final delivery address will be determined by the Promoter.
25. The total prize pool for the major prize draws in this promotion, including registration and delivery charges to the Promoter's state office/warehouse specified in paragraph, is \$26,970 (incl. GST).

GENERAL

31. If any prize/s (or part of any prize/s) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize/s (or that part of the prize) with a prize of equal value, subject to any written direction from the applicable regulatory authority.
32. Unless otherwise expressly stated in these Terms and Conditions, prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
33. If for any reason a major prize winner does not take the major prize at or by the time stipulated by the Promoter after the prize has been delivered to the Promoter's office (as described in paragraph 14), then the major prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of the major prize.

MISCELLANEOUS PROVISIONS

34. Eligible Entrants consent to the Promoter using their name, likeness and/or image in the event they win a major or minor prize (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.
35. If this promotion is interfered with in any way or is not capable of being conducted as planned due to any force majeure event, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a. To disqualify any Eligible Entrant or any affected entries; or
 - b. Subject to any written directions from a regulatory authority, to modify, suspend, postpone, terminate or cancel the promotion.
36. In these Terms and Conditions, "force majeure event" means any event which is beyond the control of the Promoter, including but not limited to:
 - a. Strike, lock-out or other industrial/labour disputes, war, riot, civil commotion, terrorist act, malicious damage, act of God, fire, flood, storm, natural disaster, global health emergency, epidemic, pandemic, quarantine, or compliance with any law or governmental order, rule, regulation or direction; and
 - b. An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical difficulties or failures, or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity, or proper conduct, of the promotion.
37. Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be lawfully excluded, restricted or modified by agreement ("Non-Excludable Guarantees"). All other terms, warranties, guarantees, rights or liability which would otherwise be implied or apply to these Terms and Conditions are excluded.
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees:
 - a. The Promoter (including its respective officers, employees and agents) is not responsible, and excludes all liability whether in contract, tort (including negligence) or otherwise, 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 or in connection with:
 - i. This promotion or any prize (including, without limitation, the taking or using of a prize; or any tax liability incurred by a winner as a result of accepting a prize);
 - ii. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - iii. Any theft, unauthorised access or third party interference; or
 - iv. 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; and
 - b. Each winner of a prize agrees that they take and use the prize at their own risk.
39. As a condition of accepting a major prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
40. The Promoter collects personal information of the entrants to this promotion in order to conduct this promotion (including names, business addresses, mobile numbers and email addresses). If the personal information is not provided, the person will not be able to enter the promotion or accept a prize. All personal information will be handled by the Promoter in accordance with its Privacy Policy (which can be found at <https://galvins.com.au/privacy-policy/>) and these Terms and Conditions.
41. The Promoter may disclose entrants' personal information to Rheem Australia Pty Ltd (ABN 21 098 823 511) to enable Rheem Australia Pty Ltd to communicate directly with entrants regarding the promotion, including the entrant's progress towards meeting the threshold for entry into the relevant major prize draw. Galvins Plumbing Supplies will handle entrants' personal information in accordance with its own Privacy Policy which can be found at <https://galvins.com.au/privacy-policy/>.
42. By entering this promotion and (if applicable) accepting a prize, each entrant is consenting to the Promoter's handling of their personal information in accordance with the Promoter's Privacy Policy and these Terms and Conditions (including disclosure to Rheem Australia Pty Ltd for the purposes described in paragraph 41). This use includes the use by the Promoter of entrants' personal information for direct marketing purposes. Individuals may choose to opt-out of the use of their personal information for direct marketing purposes by contacting the Promoter's privacy officer either by:
 - a. Post to Galvins, 3-5 Sundercombe Street, Osborne Park; or
 - b. Telephone on (08) 9441 8544.
43. The Promoter's decisions in relation to this promotion are final and no correspondence or communication will be entered into in relation any aspect of this promotion.
44. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.

SCHEDULE 1 – ELIGIBLE PRODUCTS

Rheem Electric Storage	Model No.
80L Electric Water Heater	481080
125L Electric Water Heater	491125
160L Electric Water Heater	491160
160L Electric Twin Element Water Heater	492160
250L Electric Water Heater	491250
250L Electric Twin Element Water Heater	492250
315L Electric Water Heater	491315
315L Electric Twin Element Water Heater	492315

Rheem Gas Storage	Model No.
135L 4 Star Gas Storage Water Heater	347135
170L 4 Star Gas Storage Water Heater	347170
Rheem Stellar 330 5 Star Gas Storage Water Heater	850330
Rheem Stellar 360 5 Star Gas Storage Water Heater	850360

Rheem Pronto Instantaneous Gas	Model No.
12L/min Pronto Instantaneous Gas Water Heater	834012
16L/min Pronto Instantaneous Gas Water Heater	834016

Rheem Gas Continuous Flow	Model No.
12L/min 6 Star 60°C Preset Continuous Flow Gas Water Heater	874812, 874A12
12L/min 6 Star 50°C Preset Continuous Flow Gas Water Heater	876812, 876A12
16L/min 6 Star 60°C Preset Continuous Flow Gas Water Heater	874T16, 874A16
16L/min 6 Star 50°C Preset Continuous Flow Gas Water Heater	876T16, 876A16
20L/min 6 Star 60°C Preset Continuous Flow Gas Water Heater	874820, 874A20
20L/min 6 Star 50°C Preset Continuous Flow Gas Water Heater	876820, 876A20
26L/min 6 Star 60°C Preset Continuous Flow Gas Water Heater	874T26
26L/min 6 Star 50°C Preset Continuous Flow Gas Water Heater	876T26

Vulcan Gas Storage	Model No.
135L 4 Star Gas Storage Water Heater	648135
170L 4 Star Gas Storage Water Heater	648170

Rheem Heat Pumps	Model No.
Rheem AMBIHEAT HDC-270 heat Pump	551270