

Rheem Hawaii Promotion

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 swimming pool and spa industry businesses operating in Australia who are trade customers of Lincoln Pool Equipment (“**Eligible Entrant**”). Employees (and their immediate families) of Rheem Australia (“**the Promoter**”), Raypak Australia, Accent Air or Lincoln Pool Equipment or other companies associated with this promotion are ineligible to enter.
 3. Promotion commences at 7.00am on 01/11/2014 and ends for purchases at 7.00pm on 31/3/2015 (“**Promotional Period**”). Final entries must be received by 7.00pm on 31/3/2015.
 4. To participate in the promotion Eligible Entrants must, during the Promotional Period purchase from a participating Lincoln branch, any Rheem, Raypak or Accent branded pool or spa heat pump or gas heater (“**Eligible Product**”):
 5. For each Eligible Product purchased during the Promotional Period, Eligible Entrants will automatically receive one (1) entry into the draw. Entries will be automatically registered via the Eligible Entrant’s Lincoln trade account.
 6. Rheem Australia (RAPL) as the Promoter reserves the right, at any time, to verify the validity of Eligible Product Purchases made by Eligible Entrants (including an Eligible Entrant’s identity, age, and place of residence) and to disqualify any entry that is not in accordance with these Terms and Conditions. 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. 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.
 7. The standard terms and conditions of sale of Lincoln Pool Equipment apply to any transactions by Eligible Entrants.
 8. The prize will be awarded to the listed company trade customer. Eligible Entrants must retain their original Eligible Product invoice(s) and/or a photocopy of their Eligible Product receipt(s) (if applicable) for all entries as proof of purchase for verification purposes in order to claim the prize. Eligible Product invoice(s)/ receipt(s) must clearly specify that the Eligible Product(s) were purchased during the Promotional Period. If requested by the Promoter, the Eligible Entrant must send their proof of purchase to the Promoter via email or by registered post. The costs associated with sending proof of purchase via registered post will be the responsibility of the Eligible Entrant. Failure to provide the proof of purchase as set out for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of that Eligible Entrant’s entries.
 9. The winner (listed trade customer) will be notified in writing within three (3) business days of winning the prize. There will be one (1) major draw only
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for this promotion. The prize draw will take place at 3.00pm AEST (as applicable) on Friday, 3 April 2015. The draw will be conducted at Lincoln Pool Equipment's Head Office, 27 Lakewood Boulevard, Braeside VIC 3195. The winner will be notified by telephone and in writing within three (3) business days of winning the prize and the winner's name will appear in the Lincoln April 2015 newsletter and listed at www.linc.com.au. The Promoter's decision is final and no correspondence will be entered into.

10. The winning Eligible Entrant (trade customer) may, in his/her absolute discretion, allocate the prize to any employee of their business. The winning Eligible Entrant (trade customer) must notify the Promoter of that transfer (in writing) by 5.00pm AEST on 30/4/2015 and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion. The person who is elected and approved by the Promoter to take the prize is the "Prize-Taker". The prize is subject to the issuer's terms and conditions and will not be awarded as cash.

MAJOR PRIZE

11. Major prize: There is one (1) major prize to be won. The first valid entry drawn will win.
12. For purposes of promotion, the prize is defined as a holiday for two (2) people to Honolulu, Hawaii, valued up to \$4,883 RRP including:
 - Return Economy Airfares from capital city in winners state of Australia to Honolulu, Hawaii
 - All airline and airport taxes included
 - Four (4) Nights Twin Share Accommodation at Aqua Waikiki Pearl in a Junior Executive Suite with balcony.
 - Tickets for two (2) people to the Paradise Cove Luau ("**The Activity**") including welcome lei greeting and dinner including two standard drinks and Hawaiian Revue Show and State Taxes.
 - Return Airport transfers
13. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from the Paradise Cove Luau, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included with the prize.
14. The prize must be taken by 15/12/2015 and is subject to booking and flight availability.
15. Winners must book with the Promoter at least 60 days before preferred departure date.
16. The winner at their discretion may take the prize in the form of a Flight Centre Gift Card to a value of \$4,883 RRP, subject to Flight Centre's Gift Card Terms and Conditions.
17. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
18. The prize winner and their companion must depart from the same departure point and travel together. The prize winner and (their companion) are responsible for ensuring that they have valid passports (with a minimum six (6) months validity), and any requisite visas,

vaccinations and travel documentation. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of any major prize.

19. The Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
20. Winners acknowledge that they participate in the Prize at their own risk. The Promoter and Activities organiser, in their absolute discretion, at all times reserve the right to: (a) prevent the winner or their companion from participating, at any time, they reasonably believe that the winner or their companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
21. The Activity is subject to the event and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

GENERAL

22. If the prize (or any part) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is valued up to \$4,883 RRP. The Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Should the prize be unclaimed, a second prize draw will take place at 3.00pm AEST on 30/06/2015 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within two (2) business days of the draw.
24. 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 Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. 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 State and Territories of Australia ("**Non-Excludable Guarantees**").
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Lincoln (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. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Tradelink/Northern's (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) if the Activity is cancelled or delayed for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by an Eligible Entrant; or (g) taking of a prize/use of a prize.

27. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
28. 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. To view the Promoter's Privacy Policy, please see here www.rheem.com.au/Privacy. The Promoter is Rheem Australia Pty Ltd (ABN 21 098 823 511), of 1 Alan Street, Rydalmere NSW 2116. Telephone (02) 9684 9281.

NSW Permit No. LTPS/14/07510

ACT Permit No. TP/14/03448