

Jim's Plumbing iPhone 13 and Jim's Merchandise Giveaway Competition

Promotion Name	Jim's Plumbing iPhone 13 and Jim's Merchandise Giveaway Competition
Promoter	Gas and Plumbing Pty Ltd ABN 89 152 593 630 of Level 9, 193-195 North Terrace Adelaide 5000
Promotion Period	<p>The promotion opens at 9:00am ACDT Friday the 8th of October 2021.</p> <p>Submissions close 2:00pm ACDT on Friday the 29th of October 2021 with the winners being selected via a random draw and announced at 3:00pm ACDT on the 29th of October 2021.</p>
Relevant State(s)/ City(s)	To be able to claim the prizes, the winners will have to be residents of one of the following states we service, including South Australia, Victoria, Queensland, Western Australia, New South Wales, and the Australian Capital Territory.
Entry Restrictions	Entry is open to residents of the relevant states. Persons must be over the age of 18 to be eligible. Jim's Plumbing employees, or persons with a direct relationship to Jim's Plumbing employees, will not be valid to enter. Relations to employees includes but is not limited to: parents, natural or adopted children, siblings, spouses, de facto relationship partners, cousins, friends, etc...
Verification Requirements	Not Applicable
Entry Procedure	<p>To enter, entrants must, during the Promotion Period:</p> <ul style="list-style-type: none"> • Visit the competition webpage via https://www.jimsplumbing.net.au/competitions/ • Follow the entry instruction tasks via gleam.io to gain up to 100 competition entries. <p>Entry for the competition can be found here: https://www.jimsplumbing.net.au/competitions/iphone-13-competition-giveaway/</p> <p>By entering this competition, entrants agree to subscribe to the Jim's Plumbing mailing list.</p>
Maximum Number of Entries	A maximum of 100 competition entries is available to each entrant.
Selection Details	<p>When: All entrants will be reviewed on Friday the 29th of October 2021 at 2:00pm ACDT. 1 major winner and 11 runners up will be selected and will then be announced later that same day at 3:00pm ACDT via a Facebook live stream on the Jim's Plumbing Facebook page. The winners will also be contacted directly by Jim's Plumbing.</p> <p>Location: Level 9, 193-195 North Terrace Adelaide 5000</p>

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	Selection Process: All eligible entrants will be entered into a random generator. 1 major winner and 11 runners-up will be selected.
Prize Details	Major Prize: Apple iPhone 13 in Starlight finish and Jim's Plumbing hat and top No. Available: 1 Runner Up Prize: Jim's Plumbing skateboard, hat, and top No. Available: 1 Runner Up Prize: Jim's Plumbing hat and top No. Available: 10
Total Prize Pool	iPhone 13 and Jim's Plumbing hat and top: \$1,405 Jim's Plumbing skateboard, hat and top: \$382.25 Jim's Plumbing hat and top: \$56 Total: \$2357.25
Prize Restrictions/Exclusions	Non-transferable or refundable
Notification and Publication of Winners	The winners will be contacted directly by Jim's Plumbing and asked for their postage address. The winners will also be announced via a Facebook livestream video at 3:00pm ACDT on Friday the 29 th of October, and via the Promoter's website. The prizes will be posted out to the winners within 5 business days from the date the stock has arrived in the promoter's possession. The Promoter will send a confirmation email to the winners once the prize has been posted. The competition winners' names will be published on the Promoter's Facebook page and website.
Prize Claim Date	If the major and runners up prize winners do not respond to our direct contact requesting their postage address within 7 days of initial contact on the 29 th of October 2021, the pool of eligible entrants will be revaluated, and another winner will be randomly selected and contacted in that winner's place. Any following winners will also have 7 days to respond to any forms of contact.

JIM'S PLUMBING

Terms and Conditions of Entry for Jim's Plumbing iPhone 13 and Jim's Merchandise Giveaway Competition

First up

1. These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what is in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.

2. The promoter is Gas & Plumbing Pty Ltd. ABN 89 152 593 630, of Level 9, 193-195 North Terrace Adelaide 5000 ('Promoter', 'we', 'us').

3. Any updates to these Conditions of Entry will be published on our website at: = <https://www.jimsplumbing.net.au/competitions/iphone-13-competition-giveaway/>

It is important to check these Conditions of Entry regularly.

Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families i.e. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent) are ineligible to enter.

How to enter

5. To enter, you must follow the Entry Procedure.

6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.

7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.

8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we will select a winner from eligible entries received at the time.

9. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

Rules about entry content

10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.

11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.

12. Your entry must not include:

- (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
- (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable, or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and

(c) any content which infringes the intellectual property rights (such as copyright and trade marks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your Jim's Plumbing entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.

13. We may, in our absolute discretion, edit, modify, delete, remove or take down any part of your entry.

14. By submitting an entry to the Promotion, you agree to assign all rights in your entry to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

Prizes

15. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).

16. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (at our discretion).

How winners are chosen and notified

17. This Promotion is a game of chance. Each eligible entry will be approved in line with the Entry Procedure Criteria. The eligible entrants will be entered into a random generator and 1 major prize winner and 10 runners up will be selected. The promoter's decision is final, and no correspondence will be entered into. We will notify the winners, and publish their name, in accordance with the Notification and Publication of Winners information set out in the Schedule.

How to claim prize

18. The Prize will be posted out to the winner using the postage address information provided from Facebook communications, unless the winner provides an alternative postage address at the time they are notified as being a winner. If the prize is not suitable for posting, we will determine the best delivery method. The Prize winner should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to the prize caused in transit.

19. If (having made reasonable efforts) we cannot contact the prize winner, or if the prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right to distribute the unclaimed prize to another randomly selected entry.

20. At our request, prize winners (and their companion(s), if applicable) must sign an indemnity and exclusion of liability form provided by us. If a winner does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.

21. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

22. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Promotion, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

23. By participating in this Promotion, you understand and agree that Jim's Plumbing may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in the Jim's Plumbing Privacy Policy (available at <https://www.jimsplumbing.net.au/privacy-policy/>), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how Jim's Plumbing will deal with that complaint. Jim's Plumbing may also disclose your personal information to other parties, including Jim's Plumbing's third party service providers. Jim's Plumbing may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Jim's Plumbing). You can request to access, update or correct any personal information we hold about you by writing to Jim's Plumbing Privacy Officer at Level 9, 193-195 North Terrace Adelaide 5000.

24. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.

General Information

25. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.

26. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).

27. You will be responsible for any tax liability associated with a prize.

28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prize or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.

29. We are not responsible for use of a prize which results in:

(a) loss that was not reasonably foreseeable;

(b) loss that was not caused by the our breach of these Conditions of Entry or by our negligence;

(c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;

(d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and

(e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.

30. These Conditions of Entry are governed by the laws of each entrant's state of residency within Australia.

31. The Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Promotion.

By participating in this Promotion, you understand that you are providing your information to the owner of the Promotion and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks.

32. By participating in the Promotion, you have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.