

VAILLANT GROUP UK LIMITED – ADVANCE EXTENDED GUARANTEE FOR OCTOBER PROMOTION TERMS & CONDITIONS

1. QUALIFICATION

- 1.1 Subject to clauses 1.2, 1.3 and 1.4 below, Vaillant Group UK Limited (**Vaillant**) provides this Advance Extended Guarantee for October Price Point ecoTEC boiler promotion (**Promotion**), which is open to registered Vaillant Advance members and installers, who are also registered with Gas Safe, and who are operating in mainland UK, including the Channel Islands and the Isle of Man, but excluding Northern Ireland (**Territory**) (**Member(s)**).
- 1.2 The Promotion is not open to those who are, at any time during the period indicated in clause 1.3 below, employees of:
- (a) Vaillant; or
 - (b) any other member of Vaillant's group of companies; or
 - (c) Grass Roots Group PLC, Pennroyal Court, Station Road, Tring, Hertfordshire, HP23 5QY (**Grass Roots**); or
 - (d) any marketing services agency, handling house or other company involved directly with the administration of the Promotion; or
- any member of any of their households.
- 1.3 The Promotion begins on 00.01am on 1st October 2015 and ends at 11:59pm on 30th December 2015 (**Period**), unless extended or terminated by Vaillant at any time. Any such extension or termination shall be set out by Vaillant on its website at www.vaillant.co.uk (**Website**) and/or its website at www.vaillant-advance.co.uk (**Advance Website**).
- 1.4 To qualify for the Promotion the Member must, in the Period:
- (a) in the Territory, purchase:
 - (i) any new Vaillant ecoTEC pro boiler; or
 - (ii) any new Vaillant ecoTEC plus boiler;(**Boiler**);
 - (b) if not already a member of Vaillant's Advance loyalty scheme (**Scheme**), download the Vaillant masterTEC app (**App**) and/or use the Advance Website, to register as a member of the Scheme; and
 - (c) within the Period, in accordance with the terms and conditions applicable to membership of the Scheme and within 30 days of installation of a Boiler, validly register the installation and warranty details of the Boiler using the Advance Website, App or official Advance registration form.
- 1.5 For the avoidance of doubt:

- (a) in these terms and conditions (**Conditions**), the phrase **new boiler** means any boiler that has not previously been installed by the Member or any other installer, and any ERP compliance or non-compliance shall have no effect on the meaning of the phrase **new boiler**;
- (b) the registration of any other Vaillant, Glow-worm or other boiler or product, such as controls, cylinders, heat pumps or solar panels does not qualify as a relevant product for the Promotion under clause 1.4 above; and
- (c) except in respect of any standard Vaillant Advance start-up package and any other benefits, credits and/or cashback provided automatically through the Vaillant Advance loyalty scheme, the Member may not apply to the Boiler purchase, the terms of any other promotion, offer, reduction or deal that may be applicable from time to time to purchases of Vaillant products.

2. PROMOTION

2.1 Upon qualification for the Promotion in accordance with clauses 1.2, 1.3, 1.4 and 1.5 above (**Claim**), the Member's sale of the Boiler to an end-user or homeowner customer in the Territory (**Customer**) will provide the Member and/or Customer with an extended guarantee term as set out in clause 2.2 below, and will provide the Member with no additional credits for their Advance Cards. For the avoidance of doubt, in these Conditions, words and phrases should be interpreted in accordance with the definitions contained in Vaillant's Advance loyalty scheme terms and conditions.

2.2 The extended guarantee mentioned in clause 2.1 above will be 7 years from date of installation for any ecoTEC pro Boiler, and 10 years from date of installation for any ecoTEC plus domestic Boiler (**Guarantee**). The full terms applicable to the Guarantee and other Vaillant guarantees can be found at the Website and/or Advance Website from time to time. Any Customer shall benefit from the Guarantee and the applicable extended term, provided that the Member and the Customer comply with all terms and conditions applicable to the Guarantee. In particular:

- (a) the Member must correctly register the Customer's details and full details of their installation, within 30 days of such installation, with Vaillant Advance via the Advance Website, App or official Vaillant Advance registration form; and
- (b) the Customer must promptly comply with the terms of any letter sent to them by Vaillant regarding the applicable Guarantee; and
- (c) all other terms for registration of the Guarantee, from time to time, must have been complied with by the Member and/or Customer; and

for the avoidance of doubt, if this clause 2.2 is not correctly complied with by the Member and the Customer, this Promotion may not apply to the Claim and/or be validly transferred to the Customer.

2.3 The Member will be required, in support of a Claim, upon request by Vaillant on registration or at any time, to provide:

- (a) proof and date of purchase, of the relevant Boiler;

- (b) registration of date of purchase and installation of the Boiler via the Advance Website; and
 - (c) anything else normally required by Vaillant, or otherwise in accordance with the requirements of registration by using the Advance Website.
 - 2.4 Any Claim made outside the Period will be deemed invalid for the Promotion.
 - 2.5 Early, late, illegible, incomplete, defaced or corrupt Claims will not be accepted. A Claim made using a different method or technique from the method set out in clauses 1.2, 1.3, 1.4 and 1.5 above will not be accepted. No responsibility can be accepted where any Claim is not validly registered for any reason.
 - 2.6 Vaillant will be entitled to collect, store and use the email address, name, telephone number and address of the Member from any registration details obtained through the Advance Website and/or Website, in accordance with these Conditions and Vaillant's privacy policy, as provided from time to time by Vaillant at the Advance Website and/or Website.
 - 2.7 Any credits applied to a Member's Advance account in accordance with these Conditions will be subject to the terms and conditions applicable to the Member's Advance membership. Standard points, credits and guarantees, which would otherwise accrue to any Member will not be affected by this Promotion and will be credited to the Member's Advance account in the usual way, irrespective of whether this Promotion applies to their Claim.
 - 2.8 By making a Claim in accordance with section 1, Members agree to be bound by these Conditions.
 - 2.9 Vaillant reserves the right to change the qualification conditions for the Promotion. Vaillant shall exercise reasonable endeavours to notify the Member of any such changes and shall do so via the Website and/or the Advance Website.
 - 2.10 The decisions of the Promoter in respect of any and all aspects of the Promotion will be final and binding.
 - 2.11 The Promoter reserves the right to amend or cancel the terms of the Promotion without notice.
 - 2.12 In the event of the Member providing an incomplete or invalid Claim, the Promoter will exercise reasonable endeavours to notify the Member via the email address provided by the Member through their Vaillant Advance account. If the Member fails to comply with these Conditions, the Claim will be deemed invalid.
 - 2.13 The Promoter regrets that it may be unable to accept or send any other correspondence concerning the Promotion other than as set out in these Conditions.
- 3. PRIVACY, COPYRIGHT AND INTELLECTUAL PROPERTY**
- 3.1 The Promoter reserves the right to keep Members informed of the Promoter's products and services by email, post and/or telephone.

- 3.2 The Member may write to the Promoter at the address provided in clause 7.1, if they do not want to receive any information in accordance with clause 3.1 above, or alternatively email the Promoter at info@vaillant-advance.co.uk.
- 3.3 The Member making a Claim expressly authorises the Promoter to provide the Member's details to third parties, or such part(s) of their details as is necessary, to comply with these Conditions, and/or any applicable law.
- 3.4 The Member acknowledges that Vaillant and/or other members of its group of companies are the owner of any and/or all Intellectual Property Rights relating to the names, logos, trade marks, products, services, get-up, van livery, trade dress, labels, stickers, promotional leaflets, flyers and posters used in the Promotion from time to time (**Marketing Materials**). For the avoidance of doubt, in these Conditions, Intellectual Property Rights means any and/or all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.5 The Member acknowledges that any Marketing Materials provided to the Member by Vaillant, any member of Vaillant's group of companies, Grass Roots and/or any other marketing services agencies, handling houses or other companies involved directly with the administration of the Promotions in accordance with these Conditions may contain Intellectual Property Rights. The Member's licence, if any, to use any such Marketing Materials and/or any of the Intellectual Property Rights, is solely for the Member's benefit and the Member is prohibited from sub-licensing, assigning, transferring and/or dealing with any such Intellectual Property Rights and/or Marketing Materials in any way, without obtaining the prior written approval of Vaillant.
- 3.6 The Intellectual Property Rights in the Vaillant name and logo are owned by Vaillant GmbH, a company registered in Germany whose registered office is Berghauser Str. 40, Remscheid, Germany, 42859.

4. LIABILITY

- 4.1 Nothing in these Conditions shall limit or exclude Vaillant's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- (e) defective products under the Consumer Protection Act 1987.

4.2 Subject to clause 4.1 above:

- (a) Vaillant shall under no circumstances whatever be liable to the Member in respect of this Promotion, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Promotion; and
- (b) Vaillant's total liability to the Member in respect of all other losses arising under or in connection with any Claim made under the Promotion, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Boiler, such value to be the cost to the Promoter in manufacturing and/or purchasing the relevant Boiler.

4.3 The Member shall keep the Promoter indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered and/or incurred by the Promoter as a result of or in connection with any claim made against the Promoter by a third party arising out of or in connection with the Promotion, to the extent that such claim arises out of or is contributed to by the breach by the Member and/or its employees, agents or subcontractors of these Conditions.

4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.

4.5 Vaillant is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the Member from or otherwise obstructs the Member from participating in the Promotion.

4.6 In making a Claim in respect of the Promotion, the Member shall ensure that this shall not breach and/or in any way compromise any of its own policies, for instance, any anti-bribery policies, and Vaillant shall have no liability for any breach by the Member, its employees, agents or subcontractors of any applicable legislation relating to bribery or fraud arising from their participation in this Promotion.

4.7 The Member shall be liable for any and/or all taxation liabilities that may arise under or in accordance with the Promotion (**Tax Liability**). For these purposes, Tax Liability shall include any and/or all of the following:

- (a) benefit in kind taxes;
- (b) National Insurance; and
- (c) any other United Kingdom and/or any other relevant corporate tax or other tax liabilities.

5. FRAUD AND OTHER EVENTS

- 5.1 Vaillant reserves the right to audit each Claim to ensure that the Conditions of the Promotion have been met and to request reasonable additional information, and supporting documents, regarding a Claim.
- 5.2 Vaillant reserves the right to modify or discontinue, temporarily or permanently, the Promotion with or without prior notice due to reasons outside its control including, but not limited to, anticipated, actual or suspected fraud.
- 5.3 Vaillant shall not be liable for any failure to comply with these Conditions where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, acts of God, adverse weather, fire, flood, computer virus, mobile phone failures, bugs, sabotage, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion or unrest, terrorism or supervening legislation. Accordingly, Vaillant may at its absolute discretion vary or amend the Promotion and the Member agrees that no liability shall attach to Vaillant as a result.
- 5.4 Submission of a false, incorrect, misleading or fraudulent Claim, information or other supporting documentation may result in disqualification from this Promotion and/or all future promotions run by Vaillant and in the Member being subject to prosecution.

6. GENERAL

- 6.1 The parties agree that the Conditions constitute the entire agreement between them, and supersede all other drafts, agreements, arrangements and understandings between them, and any terms contained in any of the Marketing Materials.
- 6.2 The Promotion and these Conditions shall be governed by the law of England and Wales.
- 6.3 The Member irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

7. THE PROMOTER

- 7.1 The Promoter is Vaillant Group UK Limited, a company registered in England and Wales with company number 00294316 and whose registered office is at Nottingham Road, Belper, Derbyshire, DE56 1JT.
- 7.2 Do not send requests to enter the Promotion to any address set out in these Conditions, as they will not qualify for the Promotion and will not be responded to.
- 7.3 For questions regarding the status of a Claim, please email: info@vaillant-advance.co.uk.

Please retain a copy of these Conditions for your reference.