

VAILLANT GROUP UK LIMITED – END USER HEATING BILLS PAYMENT PROMOTION

TERMS & CONDITIONS

1. QUALIFICATION

- 1.1 Subject to clauses 1.2, 1.3, 1.4 and 1.5 below, Vaillant Group UK Limited (**Vaillant**) provides this End User Heating Bills Payment promotion (**Promotion**), which is open to homeowners in mainland UK, including the Channel Islands and the Isle of Man, but excluding Northern Ireland (**Territory**) (**Homeowner**, and the term **Homeowners** shall be interpreted accordingly).
- 1.2 The Promotion is not open to Homeowners 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 such employees' households.
- 1.3 The Promotion begins at 00.01am on 16th November 2015 and ends at 11:59pm on 31st 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**).
- 1.4 To qualify for the Promotion the Homeowner must, in the Territory and during the Period, provide correct and valid contact and other details to Vaillant via the Website (**Entry**, and the terms **Entries**, **Entrant** and **Entrants** shall be interpreted accordingly). No purchase is necessary to enter or win the Promotion.

2. THE PROMOTION

- 2.1 The Entrant may be required, upon request by Vaillant at any time, to provide further documents:
- (a) in support of their Entry; and/or
 - (b) in accordance with these terms and conditions (**Conditions**); and/or
 - (c) in accordance with the requirements of registration set out in clause 1.4; and/or
 - (d) in accordance with clause 3.6.
- 2.2 Any Entry made outside the Period will be deemed invalid for the Promotion.

- 2.3 Early, late, illegible, incomplete, invalid, defaced or corrupt Entries will not be accepted. An Entry made using a different method or technique from the method set out in clause 1.4 above will not be accepted. No responsibility can be accepted where any Entry is not validly registered for any reason.
- 2.4 Vaillant will be entitled to collect, store and use the email address, name, telephone number and address of the Entrant from any registration details obtained, in accordance with these Conditions and Vaillant's privacy policy, as provided from time to time by Vaillant at the Website.
- 2.5 By making an Entry, Entrants agree to be bound by these Conditions.
- 2.6 Vaillant reserves the right to change the qualification conditions for the Promotion. Vaillant shall exercise reasonable endeavours to notify the Entrant of any such changes and shall do so via the Website.
- 2.7 Vaillant reserves the right to amend or cancel the terms of the Promotion without notice.
- 2.8 Vaillant regrets that it is unable to accept or send any other correspondence concerning the Promotion other than as set out in these Conditions.

3 THE PRIZE AND WINNING ENTRY

- 3.1 The prize is reimbursement by Vaillant of the winning Entrant's total gas heating costs:
- (a) for their main residence, as provided to Vaillant in accordance with clause 1.4;
 - (b) for the period of one (1) year beginning on 1st January 2016 and ending on 31st December 2016 (**Year**); and
 - (c) up to a maximum of £1200;
- (Prize).** For the avoidance of doubt, the winning Entrant's electricity or other energy costs will not be included in the reimbursement set out in this clause 3.1.
- 3.2 Vaillant may in its absolute discretion offer an alternative prize of equal or greater value.
- 3.3 The Prize is non-transferable.
- 3.4 The winning Entrant shall be chosen at random by Vaillant at 2pm on 8th January 2016 (**Draw**).
- 3.5 The winning Entrant shall be notified by telephone or email by Vaillant within thirty (30) days of the Draw.
- 3.6 The winning Entrant shall:
- (a) respond to Vaillant by email within 14 days of notification by Vaillant; and
 - (b) provide to Vaillant, by 31st January 2017 at the latest, copies of all relevant gas heating bills for the Year; and

(c) provide any other documents requested by Vaillant from time to time.

3.7 If a winning Entrant:

(a) fails to respond within fourteen (14) days of being notified by Vaillant in accordance with clause 3.5 above; or

(b) fails to provide all relevant documents to Vaillant in accordance with clause 3.6 above, and/or such evidence as Vaillant deems necessary, of the winning Entrant's gas heating bills for the Year; or

(c) in any other way contravenes these Conditions;

then the winning Entrant's Prize will be forfeit and Vaillant will be entitled to select another winning Entrant. Any winning Entrant who forfeits their Prize will not receive any payment or compensation of any kind.

3.8 The Prize will be sent to the winning Entrant, within 28 days of compliance by the Entrant in full with the terms of clause 3.6 above, by one of the following forms, as determined by Vaillant, in its sole discretion:

(a) as a cheque by post; or

(b) by BACS or other bank transfer.

3.9 Where any part of the Prize is delivered by post, it will be delivered to the address provided by the winning Entrant in accordance with clause 1.4. Subject to its compliance with this clause 3.9, Vaillant accepts no responsibility for any non-receipt of notification or incorrect delivery of the Prize.

3.10 It is the Entrant's responsibility to ensure that the contact details provided to Vaillant in accordance with clauses 1.4 and 3.6 are up to date and/or correct. Vaillant accepts no responsibility for delivery and/or email to the wrong address in the event that the Entrant failed to update their details, or such details being inaccurate.

3.11 The name and county of residence of the winning Entrant will be made available to those individuals who send a request enclosing a stamped addressed envelope marked for the attention of Vaillant Group UK Ltd Marketing Department to Vaillant End User Heating Bills Payment Promotion, Vaillant Group UK Limited, Nottingham Road, Belper, Derbyshire DE56 1JT, and this information may at Vaillant's discretion be published on the Website.

3.12 The decisions of Vaillant in respect of any and all aspects of the Promotion will be final and binding.

4 PRIVACY, COPYRIGHT AND INTELLECTUAL PROPERTY

4.1 Vaillant may keep the Entrant informed of Vaillant's products and services by email, post and/or telephone, in accordance with:

(a) the consents provided by the Entrant on the Website; and

(b) its privacy policy, as set out on the Website from time to time.

- 4.2 The Entrant may write to Vaillant at the address provided in clause 8.1, if they do not want to receive any information in accordance with clause 4.1 above, or alternatively email Vaillant at info@vaillant.co.uk.
- 4.3 The Entrant expressly authorises Vaillant to provide the Entrant'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.
- 4.4 The Entrant 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.
- 4.5 The Entrant acknowledges that any Marketing Materials provided to the Entrant 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 Entrant's licence, if any, to use any such Marketing Materials and/or any of the Intellectual Property Rights, is solely for the Entrant's benefit and the Entrant is prohibited from sub-licensing, assigning, transferring and/or dealing with any such Intellectual Property Rights and/or Marketing Materials in any way.
- 4.6 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.

5 LIABILITY

- 5.1 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.

5.2 Subject to clause 5.1 above:

(a) Vaillant shall under no circumstances whatever be liable to the Entrant 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 Entrant in respect of all other losses arising under or in connection with any Entry 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 Prize.

5.3 The Entrant shall keep Vaillant 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 Vaillant as a result of or in connection with any claim made against Vaillant 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 Entrant and/or its employees, agents or subcontractors of these Conditions.

5.4 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.

5.5 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 Entrant from or otherwise obstructs the Entrant from participating in the Promotion.

5.6 The Entrant 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 relevant United Kingdom taxes; and/or

(d) any other relevant corporate tax or other tax liabilities.

6 FRAUD AND OTHER EVENTS

6.1 Vaillant reserves the right to audit each Entry to ensure that these Conditions have been met and to request reasonable additional information, and supporting documents, regarding an Entry.

6.2 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.

- 6.3 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 Entrant agrees that no liability shall attach to Vaillant as a result.
- 6.4 Submission of a false, incorrect, misleading or fraudulent Entry, information or other supporting documentation may result in disqualification from this Promotion and/or all future promotions run by Vaillant and in the Entrant being subject to prosecution.

7 GENERAL

- 7.1 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.
- 7.2 The Promotion and these Conditions shall be governed by the law of England and Wales.
- 7.3 The Entrant and the Promoter irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales. However, the Entrant may also bring proceedings in Scotland.

8 THE PROMOTER

- 8.1 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.
- 8.2 Homeowners and/or Entrants should 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.
- 8.3 For questions regarding the status of an Entry, please email: info@vaillant.co.uk.

Please retain a copy of these Conditions for your reference.