

VAILLANT GROUP UK LIMITED – HEAT MERCHANTS TOUR ecoTEC COMPETITION

TERMS & CONDITIONS

1. QUALIFICATION

- 1.1 Subject to clauses 1.2, 1.3 and 1.4 below, Vaillant Group UK Limited (**Vaillant**) provides this Heat Merchants Tour ecoTEC competition (**Competition**), which is open, during the period set out in clause 1.3 below, to boiler installers who are visitors to any of the Heat Merchants Tour events set out in clause 1.4 below (**Visitors** and the term **Visitor** shall be interpreted accordingly), to be held in the Republic of Ireland between 23rd and 25th November 2015.
- 1.2 The Competition 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 Event and/or Competition; or
- any member of any of the above employees' households.
- 1.3 The Competition begins on 00.01am on 23rd November 2015 and ends at 11:59pm on 26th November 2015 (**Period**), unless extended by Vaillant at any time. Any such extension shall be set out by Vaillant on its website at www.vaillant.co.uk (**Website**).
- 1.4 To enter the Competition, Visitors must:
- (a) be an installer of domestic boilers registered with Gas Safe; and
 - (b) attend one of the Heat Merchants Tour events at any one of the following venues and dates (**Event** and the term **Events** shall be interpreted accordingly):
 - (i) Heat Merchants, Unit T3, Birch Avenue, Stillorgan Industrial Park, Dublin, Ireland, on 23rd November 2015; or
 - (ii) Heat Merchants, Unit O, M7 Business Park, Naas, Co. Kildare, Ireland, on 23rd November 2015; or
 - (iii) Heat Merchants, Dublin Road, Kilkenny, Ireland, on 24th November 2015; or
 - (iv) Heat Merchants, Unit 4, Northpoint Business Park, Blackpool, Co. Cork, Ireland, on 25th November 2015; or
 - (v) Heat Merchants, Unit 5, Euro Business Park, Curragh Road, Turners Cross, Cork, Co. Cork, Ireland, on 25th November 2015; and

- (c) at this Event provide their personal and/or business details to the Vaillant representative; and
- (d) provide such other entry details as are requested by Vaillant during or after the Event for registration for the Competition;

(Entry, and the terms **Entries**, **Entrant** and **Entrants** shall be interpreted accordingly). No purchase is necessary to enter or win the Competition.

2. COMPETITION

- 2.1 Any Entry made or received by Vaillant outside the Period will be deemed invalid for the Competition.
- 2.2 Any early, late, illegible, incomplete, defaced or corrupt Entry 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 invalid, and/or deemed by Vaillant to be invalid, for any reason.
- 2.3 Vaillant will be entitled to collect, store and use the email address, name, telephone number and/or address of the Entrant from any registration details obtained at the Event, in accordance with these terms and conditions (Conditions) and Vaillant's privacy policy, as provided from time to time by Vaillant through the Website.
- 2.4 By making an Entry in accordance with section 1, Entrants agree to be bound by these Conditions.
- 2.5 Vaillant reserves the right to change the qualification conditions for the Competition, amend and/or cancel the Competition at any time. Vaillant shall exercise reasonable endeavours to notify the Entrant of any such changes and shall do so via the Website and/or Advance Website.
- 2.6 Vaillant regrets that it is unable to accept or send any other correspondence concerning the Competition other than as set out in these Conditions.

3. THE PRIZE AND WINNING ENTRY

- 3.1 One winning Entrant shall be chosen at random by Vaillant within thirty (30) days of expiry of the Period (**Draw**).
- 3.2 The prize is one free Vaillant ecoTEC plus 624 boiler (**Prize**). Although an Entrant may qualify as an Entrant many times in accordance with clause 1.4 above, each Entrant's details shall only be entered once into the Draw.
- 3.3 Vaillant may in its absolute discretion substitute cash value for the Prize or offer an alternative prize of equal or greater value.
- 3.4 The Prize is subject to availability, is non-transferable and, subject to clause 3.3 above, there are no cash alternatives.
- 3.5 The winning Entrant shall be notified by telephone or email by Vaillant within thirty (30) days of the date of the Draw and subject to clause 3.6 below, the Prize will be sent to the winning Entrant by recorded delivery.

- 3.6 The Prize will be delivered to the address provided by the winning Entrant at the Event. Subject to its compliance with this clause 3.6, Vaillant accepts no responsibility for any non-receipt of notification or incorrect delivery of the Prize.
- 3.7 It is the Entrant's responsibility to ensure that the contact details provided to Vaillant at the Event and/or from time to time 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.
- 3.8 If a winning Entrant:
- (a) fails to respond within fourteen (14) days of being notified of their winning Entry by Vaillant; or
 - (b) fails to comply with any part of these Conditions; 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.
- 3.9 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 Marketing to Vaillant Heat Merchants Tour Events Competition, Vaillant Group UK Limited, Nottingham Road, Belper, Derbyshire DE56 1JT, and this information may at Vaillant's discretion be published on the Website.
- 3.10 The decisions of Vaillant in respect of any and all aspects of the Competition will be final and binding.

4. PRIVACY AND COPYRIGHT

- 4.1 Vaillant reserves the right to keep Entrants informed of Vaillant's products and services by email, post, telephone, SMS and/or other rich media messaging, in accordance with 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 below, 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 any of the details provided by them in accordance with clause 1.4 above to third parties, to the extent that this may be 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 Competition 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 Competition 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, without obtaining the prior written approval of Vaillant.
- 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 Berghäuser Str. 40, Remscheid, Germany, 42859.

5. LIABILITY

- 5.1 To the extent possible under the applicable law:
- (a) nothing in these Conditions shall exclude the liability of Vaillant for:
- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (ii) fraud or fraudulent misrepresentation as a result of its negligence; or
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (v) defective products under the Consumer Protection Act 1987; and
- (b) Vaillant accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by:
- (i) an Entrant entering the Competition (whether or not they are successful); or
 - (ii) any winning Entrant accepting the Prize.
- 5.2 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 Competition or receiving any Prize, payment or credit.

5.3 Subject to clause 5.1 above:

- (a) Vaillant shall under no circumstances whatever be liable to the Entrant in respect of the Prize or this Competition, 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 Competition; and
- (b) Vaillant's total liability to the Entrant in respect of all other losses arising under or in connection with any claim made under the Competition, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Prize, such value to be €685.

5.4 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) a third party arising out of or in connection with the Competition, 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; or
- (b) any employee, agent or subcontractor of the Entrant in respect of the Prize and/or Competition.

5.5 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.

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

- (a) Benefit in kind taxes;
- (b) PAYE;
- (c) National Insurance;
- (d) any other relevant United Kingdom or Republic of Ireland taxes; and
- (e) any other relevant United Kingdom or Republic of Ireland corporate taxes.

6. FRAUD AND OTHER EVENTS

6.1 Vaillant reserves the right to audit all Entries to ensure that these Conditions are complied with and to request reasonable additional information, and supporting documents, regarding an Entry.

- 6.2 Vaillant reserves the right to modify or discontinue the Competition, either temporarily or permanently, 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 Conditions and/or the Competition and the Entrant agrees that no liability shall attach to Vaillant as a result of any such change.
- 6.4 Submission of any false, incorrect, misleading or fraudulent Entries, information or other supporting documentation may result in disqualification from this Competition and/or all future Competitions and/or competitions run by Vaillant, and/or in the Entrant becoming subject to prosecution.
- 6.5 In making an Entry in respect of this Competition the Entrant shall, if applicable, ensure that this shall not breach and/or in any way compromise any of its own policies, for instance, any anti-bribery policies.

7. GOVERNING LAW AND JURISDICTION

- 7.1 The Entrant agrees that the Conditions constitute the entire agreement between the Entrant and the Promoter, and supersede all other drafts, agreements, arrangements and understandings between them, and any terms contained in any of the Marketing Materials.
- 7.2 The Competition and these Conditions shall be governed by the law of England and Wales.
- 7.3 The Entrant irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

8. THE PROMOTER

- 8.1 The promoter of the Competition is Vaillant Group UK Limited, a company registered in England and Wales with company number 00294316 and registered office at Nottingham Road, Belper, Derbyshire DE56 1JT.
- 8.2 Any Visitor and/or Entrant must not send requests to enter the Competition to any address set out in these Conditions, as such requests do not qualify as an Entry for the Competition 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.