

THINK WATER LOCAL HERO ("Promotion")
Think Water Pty Ltd ("Promoter")
COMMENCES: 00:01 AEDST 09/11/09 CONCLUDES 23:59 AEDST 26/02/10
("Store Promotion Period")

CONDITIONS OF ENTRY

1. Information on How to Enter and prizes form part of these Conditions of Entry.
2. All Entrants into this Promotion are deemed to have accepted these Conditions of Entry.
3. The Promotion is only open to individuals who:
 - I. are residents of Australia; and
 - II. are aged 18 years or older or are under 18 years of age, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms; and;
 - III. are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of their agencies associated with the Promotion.

("Entrants").

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

4. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
5. All Entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
7. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDST) depending on the date. All times are stated using the 24 hour clock.

KEY DATES

8. The Promotion commences **09 November 2009** at 00:01 and final entries close at close of business **26 February 2010** ("Store Promotion Period"). The store will conduct

a store draw ("Store Draw") and this will occur **05 March 2010 at 15:00** following the conclusion of the Store Promotion Period.

9. The Prize winner will be notified by telephone and mail. The Prize winner will have their details (initial, surname, postcode and nominated community group) published in The Australian on **01 April 2010**.
10. **UNCLAIMED PRIZE DRAW:** If the prize is won by:
 - (a) an Eligible Entrant who is not resident of Western Australia and the prize remains unclaimed or is forfeited for any reason the Promoter may conduct a further draw, subject to any written directions under relevant Lottery and Gaming Regulations ("The Unclaimed Prize Draw"). The Unclaimed Prize Draw (if any) shall take place on **11 June 2010** at 12.00 noon at Suite 11, Level 2, 470 Upper Roma Street, Brisbane QLD 4000. The Unclaimed Prize Draw winner (if any) will be notified by telephone and mail and will have their details (initial, surname, postcode and nominated community group) published in The Australian on **08 July 2010**.
 - (b) an Eligible Entrant who is resident of Western Australia and the prize remains unclaimed or is forfeited for any reason the Promoter will retain their prize until 11 March 2011 before seeking directions from the Department of Gaming, Racing and Liquor, Western Australia.

HOW TO ENTER

11. To enter Entrants must spend a minimum of \$50 (inc. GST) in one transaction on Think Water products from the participating **Think Water** store during the Store Promotion Period ("Qualifying Purchase").

Eligible Entrants will receive one entry for every \$50 they spend.

The Eligible Entrant must collect an entry form from the participating store and fully complete the entry form including nominating a community group ("Nominated Community Group"), and drop the entry form into the entry box provided in store.

Nominated Community group is defined as a school, sports club, university, local ratepayers association, Friends of... group, non-government organisation, not-for-profit organisation and any other local issues based community-oriented group.

EACH ENTRY MUST RELATE TO A SEPARATE QUALIFYING PURCHASE.

ENTRY REQUIREMENTS & VERIFICATION

12. Multiple entries accepted subject to each entry relating to a separate Qualifying Purchase
13. All entries in the Promotion may be subject to verification by the Promoter, including delivering to the Promoter (by such means as is determined in the absolute discretion of the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win, including but not limited to evidence of age, residence or identity ("additional documentation"). The Promoter may make one or more requests for additional documentation. Once the identity of such additional documents is established, the Entrant must deliver the additional documents within 7 days of being asked to do so. At the Promoter's request, an Entrant **MUST** also, within 7 days of being asked to do so, allow the Promoter to inspect and copy the original of any such document.

14. The Promoter may, at its absolute discretion, disqualify any Entrant/s and declare any or all entries made by an Entrant/s invalid if the Entrant/s:
- I. Tamper with the entry process; or
 - II. Tamper with the operation of the Promotion; or
 - III. Acts in a disruptive manner; or
 - IV. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
 - V. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - VI. Acts in violation of these Conditions of Entry.

ENTRY DETAILS

15. Entrants can only enter in their own name.
16. Post Office boxes, Private Bags, Locked Bags or Common Boxes will not be accepted as postal addresses.
17. No responsibility will be taken for lost, stolen, late or misdirected entries.
18. Incomplete, indecipherable or illegible entries, entries which are not in the required format or which contain offensive or defamatory comments, are not eligible to win.
19. Errors and omissions accepted at the Promoter's discretion.

STORE PRIZE ("Store Prize")

20. The first valid entry drawn in the Store Draw will win a water project valued at \$1,000 (inc. GST) ("Water Project") for the Nominated Community Group as nominated on the Eligible Entrants winning entry ("Winning Community Group").

The Water Project will be designed by the Promoter and the Winning Community Group at the store.

The store will quote the Water Project based on market rates.

If the Winning Community Group chooses a Water Project that exceeds \$1,000 then the Winning Community Group will be liable for the excess in value.

The Winning Community Group will be solely responsible for obtaining any necessary planning permits and/or council, government authority or internal approvals in order to install the Water Project.

All additional and/or ancillary costs incurred in connection with accepting the Store Prize (including but not limited to any additional equipment and accessories, any excavation costs incurred in order to render a designated site suitable for installation, insurance, applicable permit / approval fees or ongoing maintenance costs) are the sole responsibility of the winning school in each case. The Promoter accepts no responsibility for any variation in the Store Prize value. Prizes not transferable or exchangeable and cannot be taken as cash.

21. Total Store Prize valued at \$1,000 (inc. GST). There will be a total of ten (10) stores in South Australia and a total of 42 stores nationally.

PRIZE CONDITIONS

22. The Store Prize must be taken as stated. The Store Prize is not transferable or exchangeable and cannot be taken as cash.
23. The Store Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honored.
24. Unless expressly stated within these Conditions of Entry regarding the Store Prize, all other expenses become the responsibility of the Winning Community Group.
25. The Winning Community Group will be responsible for collecting the Store Prize from the store at their own cost.
26. In the event that for any reason the Winning Community Group does not take the whole or part of the Store Prize at the time stipulated by the store then that whole or part of the Store Prize will be forfeited by the Winning Community Group. Neither cash nor other form of compensation will be supplied in lieu of the forfeited whole or part of the Store Prize.
27. Where relevant, the Winning Community Group should look to the manufacturer of products and services awarded as the Store Prize for all warranties. However, these Conditions of Entry do not exclude or limit the application of any statutory provision (including a provision of the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

PRIZE WINNER

28. The Store Prize will only be awarded where the prize winner fulfils all of the requirements of the Promoter's verification tests and procedures. All tests and procedures are determined by the Promoter at its absolute discretion.
29. If a winning entry selected is deemed not to comply with the terms and conditions of this Promotion, the entry will be declared invalid and a new prize winner will be determined by drawing a further valid entry.
30. If a prize winner is less than 18 years of age the prize will be awarded to the winner's nominated parent or guardian at the Promoter's sole discretion.
31. To the full extent permitted by law, the Promoter, its associated companies and agencies its employees servants and agents exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prize winner and Winning Community Group in connection with the Promotion or Store Prize, including but not limited to:
 - I. any indirect, economic or consequential loss;
 - II. any loss arising from the negligent act or omission of any party;
 - III. any liability for personal injury or death
32. An Entrant must if requested by the Promoter agree, sign and return to the Promoter within a time frame stipulated by the Promoter an eligibility form confirming their compliance with the Conditions. Failure to do so will result in the disqualification of the Entrant from the Promotion.

A reply paid address will be provided by the Promoter.

33. The Winning Community Group must, if requested by the Promoter, agree to, sign and return to the Promoter:
- I. an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize; and
 - II. a liability release, waiver and/or indemnity, in a form determined by the Promoter and in favour of the Promoter and/or any person or other entity associated with this Promotion.

If the Winning Community Group does not comply with this condition forfeits the prize.

A reply paid address will be provided by the Promoter.

34. The prize winner and Winning Community Group must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) relating to the winning of the Store Prize, free of charge, and they consent to the Promoter using their name and image in promotional material
35. The Winning Community Group shall be solely liable for any tax and/or other financial liabilities and/or implications that may arise from the Store Prize and shall keep the Promoter harmless in respect thereto. Independent financial advice should be sought by Winning Community Group in so far as they consider it necessary.

GENERAL

36. There will be a total of **5,000** Entry Forms available at the Store for the Promotion
37. Confirmation of printing errors and other quality control matters will not be used as a reason for refusing payment of the Store Prize.
38. Promotional materials are void if stolen, forged, mutilated or tampered with in any way.
39. If for any reason this Promotion is not capable of running as planned, including because tampering, unauthorised intervention, fraud, or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.
40. The Promoter assumes no responsibility for and shall not be liable for any incorrect or incomplete information which may be communicated in the course of the administration of this Promotion.
41. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

42. All entries become the sole property of the Promoter.
43. All personal information Entrants provide ("Personal Information") will be used by the Promoter for the purpose of conducting this Promotion. If the Personal Information requested is not provided, the Entrant may not participate in the Promotion.

44. All Entrants consent to the storage of their Personal Information on the Promoter's database and the Promoter may use the Personal Information for future Promotion, marketing and publicity purposes regarding its products, including contacting the Entrant in the future for the Promoter's or its related entity's marketing purposes via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email or any other media including media not yet in existence unless an Entrant has marked the "opt-out" box on the Promotion entry form.
45. The Promoter may disclose Entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
46. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address below. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter.
47. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.
48. The Promoter is **THINK WATER Pty Ltd of Suite 11, Level 2, 470 Upper Roma Street, Brisbane QLD 4000 ACN: 125 357 440**

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