

REECE AUSTRALIA PTY LTD TERMS & CONDITIONS

- 1. Information on this website (including how to enter and prizes) forms part of these Rules and Conditions. Submission of an application to The Reece Product Innovation Award ("Award") is deemed acceptance of these terms and conditions.
- 2. Submitting an application to the Award is free and only open to Australian residents or companies of which the directors are Australian residents. Employees and immediate families of employees of Reece Australia Pty Ltd (ABN 84 004 097 090), 118 Burwood Highway, Burwood, Victoria 3125) (Reece), associated companies and agencies are ineligible to enter. If an application is made by a company, all of the directors of the company must agree to submission of the application and Reece may call for evidence proving the same.
- 3. To apply, applicants must register their details on this website (www.reece.com.au/pia) from 16 September, 2019.
- 4. Applicants must complete all sections of the application form available on this website including the declaration and approval. Applicants should consider and if necessary obtain legal advice as to whether the submission of an application will compromise any potential patent rights available to the applicant.
- 5. Each applicant warrants that the submission is entirely an original work and that the submission, and use of the submission by Reece does not and will not infringe any third party intellectual property rights in any other works anywhere in the world. Each applicant indemnifies Reece and each of its agents, servants, contractors and employees from and against all actions, proceedings, costs, damages, claims, demands, expenses, losses and liabilities whatsoever arising from or by reason of any breach of this warranty.
- 6. The Intellectual Property of the products submitted belongs to their authors. Reece does not make any claims of copyright or intellectual property rights, including the moral rights of attribution and integrity, of the submissions entered other than the rights outlined in the following paragraphs (7) and (8). Further Reece will not disclose any details of the applications without the permission of the applicant.
- 7. Each applicant gives consent to Reece to publicly exhibit and publish the material submitted, including the name of the applicant and their photograph. Reece is under no obligation to publish or exhibit any application and the decision as to whether to publish or exhibit any application will be in the absolute discretion of Reece. In all promotions, Reece will endeavour to promote the name of the applicant.
- 8. Each applicant agrees, that if their application wins an award, to grant Reece the right of first refusal to purchase, licence or otherwise exploit the application and/or any associated rights should the applicant at any time after the date of posting the application decide to sell, licence or otherwise exploit or deal with the application and/or any associated rights or any part of it. The winning applicant must provide Reece with a written notice providing all the details, terms and conditions of the proposed sale, licence or other dealing. Reece must respond within 30 days if it wishes to purchase, licence or otherwise exploit or deal with the submission or any part of it on the same terms and conditions. If there is a change in the details, terms or conditions of the proposed sale, licence or other dealing, the winning applicant must provide a new written notice to Reece and the 30 day response time restarts. Reece is under no obligation to assist in the development or manufacture of any applicant's product.
- 9. Applications and the completed entry form must be received by 27 October 2019. No late entries will be accepted. Emailed or faxed entries will not be accepted. Incomplete or incomprehensible entries may be deemed invalid in the absolute discretion of the judges.
- 10. The judges' decisions will be final and no correspondence will be entered into. If an applicant is found to be in breach of these terms and conditions, the judging may at the discretion of the judges be repeated. The judges will make their decisions by 25 November 2019.
- 11. Prizes will be awarded at the judges' absolute discretion. Applicants are competing for one major prize of \$10,000 and the chance to explore a partnership with Reece to bring their product to market. There will also be one first runner up prize of \$2,000 and one second runner up prize of \$1,000. There will be no obligation on the judging panel to award either the major, first runners up or second runners up prize if they so decide.
- 12. Reece accepts no responsibility for the tax implications that may arise from the prize winnings. Winning applicants should seek independent advice.
- 13. Winners will be informed by telephone and in writing. No applicant may publicly disclose the name/s of the winning applicant/s until after the official announcement by Reece. Prizes will be awarded in the form of a cheque made payable to the winning applicant.
- 14. If the shortlisted applicants are required, at the request of Reece, to attend the presentation of the prizes on November 21st 2019, and must travel interstate to do so, Reece will arrange and pay any travel costs to and from the event as well as any accommodation costs for the shortlisted applicants for up to two persons. The shortlisted applicants will be responsible for any other costs.

- 15. The applicant, to the full extent permitted by law, releases and indemnifies Reece and each of its agents, servants, contractors and employees from and against all claims and demands of every kind resulting from any accident, death, damage, loss (including financial and consequential loss), liability, illness, expense or injury occurring to themselves, any other person or any property (except to the extent attributable to the negligent or deliberate wrongful act or omission of Reece or its employees) as a result of travelling to and from any presentation event. Reece shall have no responsibility or liability for any loss of, or damage to, any person, goods or personal property.
- 16. All submissions will be assessed anonymously. The identity of the applicants will only be revealed once the judges have confirmed the short list. When making their assessments, the judges will have regard to the following criteria and requirements:

Innovation - 20%

Each application will be evaluated for its innovative qualities such as the application of technology, the application of new materials or the integration of sustainability features.

Market Potential - 30%

The entry will be judged on its potential market size and estimated selling price.

Commercial Viability - 30%

The proposed product must have realistic potential to be manufactured using commercial methods. Judging will consider the cost effectiveness of production using commonly available materials.

Impact - 20%

The proposed product will be evaluated on its potential to have a meaningful impact. Judging will consider the impact of the product such as time saving, ease of use and environmental benefits.

17. Reece reserves the right in its sole discretion to verify the validity of entries and to disqualify any applicant whom Reece has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Award. Reece reserves its legal rights to recover damages or other compensation.

Privacy Statement

Any personal information provided by applicants is collected by Reece to conduct the Competition (including prize distribution and promotion), and to provide applicants with information about Reece's products and services. It may be disclosed to those involved in conducting the Competition or those that assist in providing information about Reece's services, such as mailing houses or marketing companies. If you have any questions in relation to the treatment of your personal information you should contact the Privacy Officer at Reece at 118 Burwood Road Highway, Burwood, Victoria, 3125, or alternatively by telephone on 03 9274 0000.