



BOSCH

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Bosch Heat Pump and e-bike Promotion

Valid 5 May – 16 July 2017



Conditions of Participation and Entry (Conditions)

THIS PROMOTION INVOLVES SKILL BASED ELEMENTS

This section sets out the conditions of participation for the Bosch Heat Pump dryer Promotion (**Promotion**) including eligibility, age limits, exclusions, how to enter and the details of the prizes available to be won.

1. Definitions: Eligible Product means any Bosch Heat Pump dryer (WTW85460AU, WTW87565AU, WTY88701AU, WTY877W0AU, WTH85200AU) purchased from any participating Bosch reseller in Australia during the Promotion Period excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions. **Ineligible Product** means any project or commercial purchases, developments etc. (i.e. any similar arrangements other than personal renovations), trade seconds, scratch and dent stock, ex-display or used stock. **Prize** means for each of the five winners, one Bosch powered Haibike XDURO Cross RC e-bike valued at RRP \$5,499 each. **Ineligible Purchases** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Promotion Period), hire purchase or rental agreements and all purchases made directly from BSH Home Appliances Pty Ltd or from the Bosch Shop. **Purchaser** means a resident of Australia, who purchases an Eligible Product during the Promotion Period and is the end user of that Eligible Product. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria 3168 (**BSH**). **Promotion Period** means the period between 9:00 am AEST on 05/05/2017 and close of business on 16/07/2017 (inclusive). **2. Eligibility:** To be eligible to go into the Draw, you must: **(a)** purchase an Eligible Product during the Promotion Period **(b)** pay in full during the Promotion Period; and **(b)** be aged 18 years or over. Only one entry in the Draw per Eligible Product and only one Prize per Purchaser permitted. **3. Nature of Prize:** Five Bosch powered Haibike XDURO Cross RC e-bikes valued at RRP \$5,499 each incl. free delivery to an Australian residential address. The Prize cannot be taken as cash, cheque or any other payment. The Prizes will require some assembly in accordance with the manufacturer's manuals to ensure safe use. **4. Nature of Draw:** During the Promotion Period, the Purchaser must fill in their details as requested at www.bosch-home.com.au/promotions and answer the following question in 25 words or less and submit the entry as requested: "How does a Bosch powered e-bike fit into your lifestyle?" All entrants must submit only their own original answer, which must be unique. Any such answer cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the works of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter as applicable. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter 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 Promotion. The Promoters' legal rights to recover damages or other compensation are reserved. All properly completed entries submitted in accordance with these Conditions will go into the Draw to win one of the Prizes. **5. Entering the Draw:** In order to enter the Draw, the online form found at www.bosch-home.com.au/promotions must be completed in full, identifying the Purchaser's name, postal address, daytime contact telephone number, email address, and the purchased Eligible Product's model number, serial number, invoice/receipt number, as well as name and location of the store where the purchase was made. Entrants to the Draw must include the copy of the original invoice which clearly shows the Eligible Product(s) purchased and paid for in full within the Promotional Period. **6.** There will be a judging panel consisting of representatives from BSH. The Promoter reserves the right to alter the makeup of the judging panel if a judge becomes unavailable at any time. **7.** The winners of the Prizes will be the five best valid entries as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **16 August 2017 at 11:00 AEST**. **8.** The winners of the Draw will be notified by telephone and e-mail using the contact details they provided to the Promoter at the time of entry into the Promotion, and their name will be published on the Bosch Home Appliances website

www.bosch-home.com.au/promotions on **16 August 2017**. **9.** The Promoter may select additional entries to be used as replacements in the event that the first five entrants chosen as winners cannot satisfy these Conditions, take the Prize or fail to claim it by 17 November 2017. If for any reason a winner does not take a prize, then the prize will be forfeited. **10. Proof of Purchase** is essential: All entrants must retain their original invoice which clearly shows the Eligible Product purchased. Entrants may be required to provide these invoices to the Promoter for verification purposes. Handwritten receipts and delivery dockets will not be accepted as proof of purchase. The Promoter reserves the right to request further information regarding proof of purchase from the entrant. Entries will be deemed invalid if the same invoice/receipt number is used for more than one entry. Furthermore, the Promoter requires a current Australian residential street address be provided when requested for ease of correspondence and prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. **11. Deadline:** Entry Documents must be received by the Promoter by completing the online entry form by **31 July 2017**. Entry Documents received after this date will not be processed and no entry in the Draw will be included. The Promoter accepts no liability for Entry Documents that are delayed. **12. Privacy:** The Promoter may collect personal information in order to administer the Promotion, the Eligible Product warranty, for its own marketing purposes and for market analysis. The Promoter may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers. The Promoter will not otherwise disclose your personal information unless you have been informed or you have consented or the Promoter is otherwise permitted or authorised to do so by law. Participation in the Promotion is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. The Promoters' privacy policies contain information about how you can access or correct personal information held about you or make a complaint about a privacy breach of the Australian Privacy Principles. All entries become the property of the Promoter. BSH's privacy policy can be found at www.bosch-home.com.au/privacy. **13. Promoter's Employees, Family, Contractors, Etc.:** The Promoter, licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. **14. Verification:** The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Any misrepresentation or fraudulent information supplied by an entrant disqualifies their entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. **15. Discretion:** The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions. **16. Transferability, Assignability and Exchangeability:** Prizes are not transferable, assignable or exchangeable. **17. Implied Guarantees:** Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other non-excludable warranties under applicable consumer protection laws in the relevant States and Territories of Australia where a purchase is made (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of an entrant's participation in the Promotion. **18. Liability:** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: **(a)** any technical difficulties or equipment malfunction (whether or not under the Promoter's control); **(b)** any theft, unauthorised access or third party interference; **(c)** any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; **(d)** any tax liability incurred by an entrant **(e)** the assembly, usage, damage or loss of the Prize. **19. Modifications:** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: **(a)** to disqualify any entrant; or **(b)** subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the Promotion, as appropriate. **20.** The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems reasonably necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. **21.** Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that they are a winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. **22. Laws:** These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.