

Bosch and Finish Dishwashing Promotion.

Valid 1 April – 31 May 2017





Conditions of Participation and Entry (Conditions) THIS PROMOTION INVOLVES SKILLED BASED ELEMENTS

This section sets out the conditions of participation and entry for the Bosch and Finish Dishwashing Promotion (*Promotion*) including eligibility and the conditions relating to:

- (a) how to claim the Bonus (as defined below); and
- (b) how to win the Grand Prize of \$25,000.00 (Draw),

if you participate in the Promotion in accordance with these Conditions.

- 1. Definitions: Bonus means Finish products valued at \$100.00 (RRP) consisting of 3 x Finish Quantum Ultimate 32 pack, 2 x Finish Dishwasher Cleaner and 1 x Finish Rinse Aid 250ml. *Eligible Product* means any Bosch dishwasher purchased from any participating Bosch reseller in Australia during the Promotion Period excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions. Grand Prize means \$25,000 paid via electronic transfer to the prize winner's nominated Australian bank account. 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. 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, severally, BSH Home Appliances Pty Ltd (ACN 109 198 405) of 1555 Centre Road, Clayton, Victoria 3168 (BSH) and Reckitt Benckiser (Australia) Pty Ltd (ACN 003 274 655) of 44 Wharf Road, West Ryde, New South Wales, 2114 (RBA). Promotion Period means the period between 9:00am AEST on 01/04/2017 and close of business on 31/05/2017 (inclusive).
- 2. Eligibility: To be eligible for the Bonus and to go into the Draw,

you must:

- (a) be a Purchaser; and
- (b) be aged 18 years or over.

Multiple claims permitted, subject to the following:

- (a) only one claim permitted per purchase of an Eligible Product i.e. one Bonus and entry in the Draw per Eligible Product; and
- (b) each claim must be submitted in accordance with the claim requirements specified in these Conditions.

PLUS your chance to wir \$25,000

- **3. Nature of Bonus:** The Bonus cannot be taken as cash, cheque or any other payment. The Bonus will be provided following the proper completion of the claim procedure specified below and compliance with the claim procedure. Please allow up to 60 days from the date that the claim is made for delivery of your Bonus. The Bonus is not valid in conjunction with any other offer.
- **4. Nature of Draw:** The Grand Prize will only be paid by electronic transfer to the prize winner's nominated Australian bank account and cannot be taken as cash, cheque or any other payment. During the Promotion Period, the Purchaser must fill in their details as requested at **www.boschpromotion.com.au** (see 'Promotions') and answer the following question in 25 words or less and submit the entry as requested:

'What are your tips to save water and energy around the home?

All entrants must submit only their own original answers, which must be unique for each entry. Any such answers 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 the Grand Prize.

- **5. Claiming the Bonus:** In order to obtain the Bonus, the online form found at **www.boschpromotion.com.au** 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. Claims 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 and RBA. The Promoter reserves the right to alter the makeup of the judging panel if a judge becomes unavailable at any time.
- **7.** The winner of the Grand Prize will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on 17 July 2017 at 11:00 AEST.
- **8.** The winner 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 promotion website **www.boschpromotion.com.au** on 17 July 2017.
- **9.** The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Conditions, take the Grand Prize or fails to claim it by the 17th of October 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 claimants must retain their original invoice which clearly shows the Eligible Product purchased. Claimants may be required to provide these invoices to the Promoter for ALL claims 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 claimant. Claims will be deemed invalid if the same invoice/receipt number is used for more than one claim. 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:** Claim Documents must be received by the Promoter by completing the online entry form by 30th June 2017. Claim Documents received after this date will not be processed and no Bonus will be issued or entry in the Draw be included. The Promoter accepts no liability for Claim 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 claimant. Claimants 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 claims become the property of the Promoter. BSH's privacy policy can be found at http://www. bosch-home.com.au/privacy.html and RBA's privacy policy can be found at http://legal.reckittbenckiser.com/AU/PrivacyStatement.htm
- **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, step-parent, 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 claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Conditions or who tampers with the claiming process. Errors and omissions will be accepted at the Promoter's discretion. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their claim(s). 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, assign-ability and exchangeability:** Claims, bonuses and prizes are not transferable, assignable or exchangeable.
- **17.** If the Bonus is unavailable, for whatever reason, the Promoter reserves the right to substitute them for prizes of equal or greater value, subject to State Regulations.
- **18.** The value of the Bonus is a guide only and is correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Bonus
- **19.** The Promoter and the Bonus suppliers will use reasonable efforts to deliver the Bonus within the specified time frames. However, the Promoter and the Bonus suppliers are not responsible for any delays, which are caused by events beyond the control of the Promoter and the Bonus suppliers.
- **20.** 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 a claimant's participation in the Promotion.
- **21. 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 claim 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 variation in a bonus to that stated in these Conditions; or
- (e) any tax liability incurred by a claimant.
- **22. 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 claimant; or
- (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the Promotion, as appropriate.
- **23.** 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.
- **24.** 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.
- **25. Laws:** These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.
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