

**BOSCH**

Invented for life



Bosch Bonus Testimonial Promotion

Receive a Bosch IXO cordless screw driver 0603981042 valued at \$69 RRP.

Bonus available to the first 100 Winning Claimants only.

Conditions of Entry

Promotion commences 22 June 2017.

1. Below are the **Conditions** of participation for the Bosch Bonus Testimonial Promotion (**Promotion**) including eligibility, age limits, exclusions and the details of how to claim the Bonus. **2.** Participation in this Promotion constitutes acceptance of these Conditions. **3. Bonus** means a Bosch IXO cordless screw driver 0603981042 valued at \$69 RRP. **Eligible Product** means a current Bosch home appliance listed on the Bosch Home Appliances website www.bosch-home.com.au. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, VIC 3168. **Promotion Period** means the period commencing 22 June 2017 until such time as the Promoter has achieved the number of Winning Claimants. **Winning Claimants** means the first 100 valid and unique claimants to review an Eligible Product during the Promotion Period and comply with the Conditions, in particular completion of the online form referred to below that are received, processed and accepted by the Promoter from the commencement of the Promotion Period. **4. Eligibility:** To be eligible to claim the Bonus, you must: **(a)** write your own original product review relating to an Eligible Product that you own and use at home; **(b)** submit your product review in accordance with these Conditions; **(c)** be aged 18 years or over and **(d)** be an Australian resident with a residential address in Australia. Only one Bonus permitted per Winning Claimant, subject to the following: **(a)** only one claim permitted per person for one or more original product reviews relating to an Eligible Product i.e. one Bonus per Winning Claimant; and **(b)** each claim must be submitted in accordance with the Terms of Use for Customer Assessments and Reviews specified in these Conditions. **5. Bonus:** The Bonus will not be paid by cash, cheque or electronic transfer. Winning Claimants will receive a Bonus, which will be mailed to them. **6. How to Claim:** The Bonus will only be provided to the Winning Claimants following completion of the online review form found at <http://www.bosch-home.com.au/experience-bosch/reviews> (**online form**) and compliance with the claim procedure (which will require claimants to leave a review of the Eligible Product on the Bosch Home Appliances website www.bosch-home.com.au), and these Conditions. Successful claimants will be contacted via e-mail to arrange Bonus delivery. To leave a review the claimant must comply with the procedures and conditions for leaving reviews on the Bosch Home Appliances website available at www.bosch-home.com.au. Winning Claimants must allow up to 40 business days from the date that the claim is validated to receive the Bonus.

7. Required details: In order to obtain the Bonus, the online review form must be completed in full as specified including providing the claimant's name and e-mail address. **8. Deadline: The Promotion is open to the first 100 Winning Claimants (as defined in Condition 3 above). Claims received outside of the first 100 will not be processed and no Bonus will be issued.** Claims are deemed to be received at the time the Promoter receives the claimant's claim in accordance with these Conditions and not at the time of transmission or completion by the claimant. The Promoter accepts no liability for claims that are delayed, misdirected or lost in transit. **9. Privacy:** The Promoter may collect personal information in order to administer the Promotion, 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 policy contains 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. The Promoter's privacy policy can be found at www.bosch-home.com.au (follow the 'Privacy' link). **10. 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. **11. Discretion:** The Promoter's decision on all matters pertaining to the Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all). **12.** Subject to Condition 13, the Promoter, its directors, employees, agents and contractors, and the agencies and companies associated with this Promotion (**Associated Entities**) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person, arising out of or in connection with this Promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). **13. 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**). **14. 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. **15. Transferability:** Claims and the Bonus are not transferable, assignable or exchangeable. **16. 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, unauthorised 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. **17. Laws:** These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia **18.** Subject to Condition 13, and without limiting Condition 12, the Promoter and its associated agencies and companies including the Associated Entities will not be liable for any damage in transit of the Bonus. **19.** A term (or part or parts thereof) of these Conditions will not apply where the term is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.

Terms of Use for Customer Assessments and Reviews

These Terms of Use define your behaviour in conjunction with the service provided by Bosch as regards the formulation of customer assessments and reviews (referred to below as the **Consumer Review Solution** or **CRS**). The personal data transmitted by yourself will be held on file in accordance with our Privacy Policy. In the event of any divergence between the data protection guideline of Bosch and these Terms of Use, these Terms of Use will prevail regarding regulation of the CRS.

By transmitting content to Bosch you affirm and guarantee:

- that you are the sole author and owner of the associated rights to intellectual property;
- that you voluntarily waive all moral rights which might accrue to yourself as the author regarding such content;
- that all content transmitted by yourself is accurate;
- that you are at least 18 years of age;
- that the content provided by yourself does not violate these Terms of Use or cause harm to persons or companies.

Furthermore, you affirm and guarantee that you are not transmitting any content:

- which you know to be incorrect or misleading;
- which constitutes an infringement of copyright, patents, trademarks, trade secrets or other intellectual property rights, rights of publication or data protection rights of a third party;
- which violates laws, rules, regulations or provisions (in particular provisions relating to export controls, consumer protection, unfair competition, anti-discrimination as well as misleading or false advertising);
- which is defamatory, offensive, abusive, biased in terms of race or religion, slanderous or constitutes an unlawful threat to or harassment of any individual, partnership or corporation or can be deemed as such;
- for which you were not and will not be compensated or granted any payments by third parties;
- which contains any information with references to other websites, addresses, e-mail addresses, contact details or telephone numbers;
- which contains computer viruses, worms or other potentially harmful computer programs, files or HTML codes.

You hereby agree to indemnify Bosch (and its managers, directors, agents, subsidiaries, joint venture companies, employees and third-party providers) in respect of all claims, receivables and claims to compensation (actual damage and consequential damage) of any nature or type whatsoever, whether known or unknown, including lawyer's fees of a reasonable amount and release same from any liability arising in conjunction with your failure to uphold the affirmations and guarantees given above or infringement of applicable rights or the rights of third parties.

For all content transmitted by yourself you grant to Bosch a perpetual, irrevocable, transferable, fully-paid right and corresponding licence as regards the utilisation, reproduction, modification, complete removal, adaptation, publication, translation, creation of derivative works and/or sale and/or distribution of such content and/or takeover of said content anywhere in the world and in any form or medium or with any technology, in particular for the purpose of online and offline communication (e.g. on websites as banners, newsletters or printed advertisements) without thereby receiving remuneration in this regard.

All content transmitted by yourself may be used at the sole discretion of Bosch. Bosch reserves the right to amend, shorten or delete any content on the website of Bosch which Bosch considers in its judgment to constitute an infringement of the guidelines governing content or any other provisions of these Terms of Use. Bosch offers no guarantee that you will have any recourse through Bosch to amend or delete content transmitted by yourself. Assessments and written comments are generally published within two to four business days. Bosch however reserves the right to remove any content – either partly or in its entirety – or to refuse the publication of any submissions – either partly or in their entirety – where the above affirmations and those confirmed by yourself should not be applicable. You hereby declare that the responsibility for the content submitted by yourself is incumbent on yourself and not on Bosch. None of the content transmitted by yourself is associated with an obligation of confidentiality on the part of Bosch, its agents, subsidiaries, affiliated enterprises, partners or third-party providers as well as their directors, managers and employees.

By transmitting your e-mail address in conjunction with your assessment and review you authorise Bosch and its third-party providers to contact you by e-mail regarding the status of your assessment and for other administrative purposes.

Updates to the Terms of Use

Advances in technology or changes to the law may prompt us to update or amend provisions of the Terms of Use. Please check this page from time to time to ensure that you are in possession of the latest information. Please refer to the beginning of this page for the last amended version of the Terms of Use.

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