

Bosch Product Review Promotion - Conditions of Entry

Valid 1 June 2020 – 31 May 2021.

This section sets out the Conditions for the Bosch Product Review Promotion and details how you can enter the draw to win a Bosch Athlet Cordless Vacuum Cleaner BCH6255NAU.

1. Definitions: *Eligible Entrant* means New Zealand residents with a residential address in New Zealand, aged 18 years or over, who have purchased an Eligible Product (as defined below). *Eligible Product* means any Bosch home appliance product purchased from an authorised New Zealand reseller that is listed on the Bosch Home Appliance website (www.bosch-home.co.nz). *Prize* means a Bosch Athlet Cordless Vacuum Cleaner BCH6255NAU valued at RRP NZD\$529.00. *Promoter* means BSH Home Appliances Ltd (NZBN: 9429035347989) of Level 3, Air New Zealand Building, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland 0622. *Promotional Period* means the period commencing 1 June 2020 and close of business on 31 May 2021 (inclusive).

2. Participation: Participation in this Promotion constitutes acceptance of these Conditions.

3. BSH employees: Employees (and their immediate families) of the Promoter and 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 first cousin.

4. Entry: To enter, Eligible Entrants must submit an original product review for the Eligible Product they own and use at home by visiting www.bosch-home.co.nz/promotions/review. Follow the prompts to the review page, input all requested details and submit a completed review form as specified (including, the Eligible Entrant's name and e-mail address) during the Promotional Period.

5. To leave a review the Eligible Entrant must comply with the Review Terms of Use - Customer Assessments and Reviews, which can be found online at www.bosch-home.co.nz/metapages/review-terms.

6. Multiple entries are permitted, subject to the following: **(a)** only one entry per Eligible Product; and **(b)** each entry must be submitted separately and in accordance with entry requirements.

7. Eligible Entrants will go in the draw to win the Prize irrespective of whether the product review is positive or negative.

8. Any cost associated with accessing the Promotional website is the Eligible Entrant's responsibility and is dependent on the internet service provider used.

9. Proof of purchase is essential: All Eligible Entrants must retain their original invoice which clearly shows the Eligible Product purchased. Eligible Entrants may be required to provide 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 Eligible Entrant.

10. Verification: The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence). 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Incomplete or indecipherable entries will be deemed invalid.

11. Draws: There will be twelve draws conducted for this Promotion. There will be one winner each month. Entries close for each draw at 11:59pm NZST on the dates specified in the table below. All draws will take place at BSH Home Appliances Ltd, Level 3, Air New Zealand Building, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland 0622 at 11:00am NZST on the dates specified in the table below.

12. Entries in each draw will NOT be entered into any subsequent draws.

13. Winners will be notified via e-mail within two business days of the draw and their names will be published at www.bosch-home.co.nz/promotions from the dates specified in the table below.

Draw	Entries close	Draw date	Publication date
1	30.06.2020	07.07.2020	09.07.2020
2	31.07.2020	04.08.2020	06.08.2020
3	31.08.2020	08.09.2020	10.09.2020
4	30.09.2020	06.10.2020	08.10.2020
5	31.10.2020	10.11.2020	13.11.2020
6	30.11.2020	08.12.2020	10.12.2020
7	31.12.2020	12.01.2021	14.01.2021
8	31.01.2021	09.02.2021	11.02.2021
9	28.02.2021	09.03.2021	11.03.2021
10	31.03.2021	06.04.2021	08.04.2021
11	30.04.2021	11.05.2021	13.05.2021
12	31.05.2021	08.06.2021	10.06.2021

14. 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).

15. Prize: The first valid entry drawn in each months draw will win the Prize. The Prize will be couriered to winners. Winners must allow up to 28 business days from the date they provide their full delivery details to receive the prize.

16. If any Prize (or element of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or element of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

17. The total Prize pool is valued at NZD\$6,348.00.

18. Transferability: Prizes (or any element of a Prize), are not transferable, assignable or exchangeable and cannot be taken as cash, cheque or electronic transfer.

19. Unclaimed Prizes: If for any reason a winner does not take/redeem/claim a Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited. A draw for any unclaimed Prizes may take place on 10 August 2021 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified via e-mail within two business days of the draw and their names will be published at www.bosch-home.co.nz/promotions from 12 August 2021.

20. Consent: Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. 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 Eligible Entrant; or **(b)** subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

22. 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 *Consumer Guarantees Act*, as well as any other non-excludable warranties under applicable consumer protection laws in New Zealand (**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 the Promotion.

23. Liability: Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 or Prize 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 Prize value to that stated in these Conditions; **(e)** any tax liability incurred by a winner or Eligible Entrant; or **(f)** use of a Prize.

24. The Promoter, its agencies and any companies associated with the Promotion will not be liable for any damage in transit of any Prize.

25. Privacy: The Promoter collects personal information (**PI**) in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and Prize 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. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.bosch-home.co.nz (follow the 'Privacy' link). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. Any misrepresentation or fraudulent information supplied by an Eligible Entrant disqualifies their entry/entries. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the New Zealand Privacy Laws or any other applicable laws and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand.

26. Facebook: This competition is in no way sponsored, endorsed, administered by, or associated with Facebook.

27. Facebook has its own terms and conditions relating to the use of its webpage, applications, appropriate content and privacy. Eligible Entrants can visit Facebook's terms and conditions via the Facebook webpage.

28. Laws: These Conditions will be governed by and construed in accordance with the laws in force in New Zealand.

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