



BOSCH

Invented for life

Bosch Unlimited ProAnimal Christmas Giveaway.

Valid 6 December to 15 December 2021.

THIS PROMOTION INVOLVES SKILLED BASED ELEMENTS

1. Below are the Terms and Conditions of participation for the Bosch Unlimited ProAnimal Christmas Giveaway that features on the Bosch Home Appliances Instagram Page and Bosch Home Appliances Facebook Page (**Promotion**) including eligibility, age limits, exclusions, how to enter and the details of the Prize available to be won.
2. Information on how to enter and the Prize form part of these Terms and Conditions. Participation in this Promotion constitutes acceptance of these Terms and Conditions. Instagram and Facebook have their own terms and conditions relating to use of its site and app, appropriate content and privacy, amongst other things, which can be accessed on the Instagram and Facebook sites. Participants can access those terms and conditions before participating in the Promotion should they wish to do so.
3. **Bosch Home Appliances Instagram Page** means the Instagram page located at www.instagram.com/BoschHomeAU. Bosch Home Appliances Facebook Page means the Facebook page located at www.facebook.com/BoschHomeAU.
4. The Promoter means BSH Home Appliances Pty Ltd (ACN 109 198 405) of 1555 Centre Road, Clayton, Victoria, 3168, telephone 1800 037 772 (**Promoter**).
5. **Eligibility:** Entry is only open to Australian residents with a residential address in Australia, aged 18 years or over at the date of entry (**Eligible Entrant**). 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.
6. **Promotional Period** means the period commencing 9am AEDT on 6 December 2021 until 11:59pm AEDT on 15 December 2021 (inclusive). **Promotion Post** means the Facebook or Instagram post referencing the Promotion made by the Promoter on the Bosch Home Appliances Facebook Page or on the Bosch Home Appliances Instagram Page.
7. **Entry:** To enter, Eligible Entrants must do the following during the Promotion Period: **(a)** go to the Bosch Home Appliances Facebook Page or the Bosch Home Appliances Instagram Page; **(b)** click the Bosch Unlimited ProAnimal Christmas Giveaway Promotion Post; **(c)** submit an entry on Facebook or Instagram by uploading an original photo (i.e. created by the Entrant) showing your pet's Christmas spirit and submitting the photo via one of the following methods: commenting on the Promotion Post on Facebook with the photo entry, or posting the photo on your Instagram account using the Instagram hashtag specified in the Promotion Post; and ensure that the submitted entry does not infringe on third-party rights i.e. the image must not deliberately or inadvertently contain another company's trademark, logo or intellectual property because that may cause your entry to be disqualified. No third party trademarks/logos/intellectual property. Examples to watch for: a trademark/logo on clothing or a trademark/logo on other household items. The ONLY permitted trademarks or logos are the Bosch trademark or logo, which is not required to be in your entry, and will not influence the judging. The Promoter may elect to blur incidental third party trademarks or logos in videos at its sole discretion.
8. All Entrants must submit only their own original answer. Any such answers cannot be previously published in any forum worldwide. All entries becomes the property of the Promoter and cannot be returned. Entries that the Promoter considers to be offensive or inappropriate will be removed and will not be eligible to win. 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 the fair and proper conduct of the Promotion. 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.
9. **Nature of the Promotion:** The winner will be selected from the combined pool of Instagram and Facebook entries. One winner will be selected by a judging panel, having regard to the creativity, originality and Christmas spirit and style, at the Promoter's premises or alternative location due to COVID-19 arrangements on 16 December 2021. The winner will be required to provide their contact and delivery details to claim the Prize.
10. The judging panel will consist of representatives from the Promoter.
11. The Promoter reserves the right to alter the make-up of the judging panel if a judge becomes unavailable at any time.
12. The winner will be notified via their Instagram or Facebook account, and their name will be published on the Promoter's website www.bosch-home.com.au/promotions and on the @boschhomeau Instagram and Facebook Page on 16 December 2021.
13. The Promoter may select an additional entry to be used as a replacement in the event that the winner cannot satisfy these Conditions, receive the Prize or, fails to claim the Prize by 20 January 2022. The Promoter will conduct such further re-selection at midday on that day at the same place as the original draw or alternative location due to COVID-19 arrangements, as are necessary to award the relevant Prize. The runner-up of such re-selection will be will be announced by publishing their name on the Bosch Home Appliances website (www.bosch-home.com.au/promotions) and Bosch Home Appliances Instagram and Facebook Page (@boschhomeau) and also notified through their Instagram or Facebook account. The re-selected winner will be required to provide their contact and delivery details to claim the Prize.
14. If for any reason a re-selected winner does not take a Prize, then the Prize will be forfeited.
15. Multiple entries are not permitted, only one entry per person.
16. The winner will be given the Prize, which can be redeemed directly from the Promoter by calling BSH Home Appliances Customer Service on 1300 369 744.

17. **Deadline:** Entries must be received by the Promoter by 11:59pm AEDT on 15 December. Submissions received after the 15th December will not enter the Promotion. The Promoter accepts no liability for entries that are delayed or not received.
18. **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). Identification considered suitable for verification is at the discretion of the Promoter. Any misrepresentation or fraudulent information supplied by an Entrant disqualifies their entry. 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.
19. Entries must fulfill all the requirements, incomplete or incomprehensible entries will be deemed invalid.
20. **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 Terms and Conditions (if at all).
21. **Prize:** One Entrant will Win an Unlimited ProAnimal Red Cordless Vacuum Cleaner BCS61PE2AU valued at \$579 (Prize).
22. If for any reason a winner does not take / redeem a Prize by the time stipulated by the Promoter, then the Prize will be forfeited. Winners must allow up to 28 business days from the date they provide their full delivery details to receive the Prize.
23. The Promoter will use reasonable efforts to deliver the Prize, or any portion of the Prize within the specified time frames. However, the Promoter is not responsible for delays, which are caused by events beyond the control of the Promoter.
24. If the Prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prize for a Prize to the equal value and / or specification, subject to any written directions from a regulatory authority. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and Promoter's requirements. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
25. **Transferability:** The Prize, or any unused portion of the Prize, is not transferable, assignable or exchangeable and cannot be taken as cash, cheque or electronic transfer.
26. **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.
27. Any costs associated with accessing the Promoter's Instagram and Facebook Page is the Eligible Entrant's responsibility and is dependent on the internet service provider used.
28. Implied Guarantees: Nothing in these Terms and 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 implied warranties under any other similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
29. **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 Terms and Conditions; **(e)** any tax liability incurred by a winner or Eligible Entrant; or **(f)** use of a Prize.
30. The Promoter and its agencies and companies associated with the Promotion will not be liable for any damage in the transit of the Prize.
31. **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, Prize suppliers and, as required, to Australian regulatory authorities. 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.com.au (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 1300 369 744. 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 Entrant disqualifies their Entry. 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 Australian Privacy Principles 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 Australia (for a list of the countries, see the Promoter's Privacy Policy).
32. Eligible Entrants consent to the Promoter using the Entrant's Entry submission and name 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 or the Associated Entities.
33. A term (or part or parts thereof) of these Terms and 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. If a winning Entry is deemed not to comply with these Conditions, the Entry will be discarded and a new winner will be determined by re-selecting a runner-up from an Eligible Entrants Entry submission provided they meet all of the Entry requirements.
34. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and Facebook. By entering and participating in the Promotion, the Entrant agrees to hold harmless, defend and indemnify Instagram and Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to **(a)** Entrant's participation in the Competition, or **(b)** Entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).