



Bosch Flox Fridge Giveaway

Valid 1 August to 20 September 2022

Conditions of Participation and Entry

1. Below are the Conditions of Participation and Entry (**Conditions**) for the Bosch Flox Fridge Giveaway (**Promotion**) including eligibility, age limits, exclusions, how to enter the Promotion and the Prize to be won.
2. Participation in this Promotion constitutes acceptance of these Conditions.
3. The **Promoter** means BSH Home Appliances Ltd (NZBN 9429035347989) of Level 3, Air New Zealand Building, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland 0622.
4. **Eligibility:** entry is only open to New Zealand residents with residential address in New Zealand, 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.
5. **Promotional Period:** means the period commencing 1:00am NZST on 1 August 2022 until 11:59pm NZST on 20 September 2022 (**Promotional Period**).
6. **Entry:** To enter, Eligible Entrants must, during the Promotional Period **(a)** go to [Bosch-home.co.nz/promotions](https://www.bosch-home.co.nz/promotions) ; **(b)** find the Promotion entry form; and **(c)** fill out and submit the Promotion entry form.
7. **Prize:** means one Bosch Series 4 Vario Style Fridge Freezer (KGN36IJ3AA) valued at \$2,499.00 and one Vario Interchangeable fridge and freezer door panels, designed and painted by New Zealand Artist Flox (the winner will have two Flox fridge and freezer panels to choose from) (**Prize**).
8. The total value of the prize pool is available upon written request to the Promoter.
9. Any other elements of the Prize including all other ancillary costs incurred as a result of taking the Prize, unless specified as included, are not included and remain the responsibility of the winner (as applicable).
10. Prizes (or any element of a Prize), are not transferrable, assignable or, exchangeable and cannot be taken as cash, cheque or electronic transfer.

11. The Promoter accepts no responsibility for any variation in the value of the relevant Prize.
12. If the Prize (or element of the Prize) is unavailable, for whatever reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of equal or greater value and / or specification, subject to any written directions from a regulatory authority.
13. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and Prize supplier's requirements. The Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Prize as stated.
14. **Receipt of Entries:** entries are deemed to be received by the Promoter at the time the Promoter receives the Eligible Entrant's entry in accordance with Condition 6 and not at the time of transmission or completion by the Eligible Entrant.
15. Eligible Entrants can only enter the Promotion once. Only one winner will be selected.
16. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
17. Entries must include all requested contact details. Incomplete or incomprehensible entries will be ineligible to win.
18. All entries become the property of the Promoter and cannot be returned.
19. The Promoter does not accept any responsibility for late, lost or, misdirected entries for this Promotion.
20. Any cost associated with accessing the Promotional website is the Eligible Entrant's responsibility and is dependent on the internet service provider used.
21. **Decisions:** the Promoter's decision on all matters pertaining to the Promotion are final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all).
22. **Winner Announcement:** the winner will be announced by publishing their name on the Bosch Home Appliances New Zealand website and Bosch Home Appliances New Zealand Facebook Page on 23 September 2022. The winner will be also notified via phone or email on 22 September 2022.
23. The winner will be required to follow the instructions provided by the Promoter as well as provide personal details to facilitate the delivery of the Prize.
24. If, despite reasonable attempts, the Promoter is unable to contact the winner by 4:00pm NZST on 30 September 2022, the winner (as applicable) will be deemed to have forfeited the Prize with no compensation or other prize payable in lieu and the Promoter will re-draw the Promotion at 2:00pm NZST on the 4 October 2022 at the Promoter's premises or alternate work location (subject to COVID-19 restrictions), as necessary to award the relevant Prize to a new winner.
25. 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-drawing valid entries.
26. **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) and 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.

27. Incomplete or indecipherable entries will be deemed invalid.

28. **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**).

29. **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 this Promotion, including, but not limited to **(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 the Prize to that stated in these Conditions; **(e)** any tax liability incurred by a claimant; **(f)** or use of the Prize.

30. Subject to Condition 28, the Promoter, the associated entities, agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or, loss of profits), expense, damage, injury which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using a Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

31. Subject to Condition 28, and without limiting Condition 30, the Promoter and its associated agencies and companies including the Associated Entities will not be liable for any damage in transit to the Prize.

32. **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 (if any), to modify, suspend, terminate or cancel the Promotion, as appropriate.

33. **Consent:** Eligible Entrants consent to the Promoter using the entrant's submission, 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 or the associated entities.

34. **Privacy:** the Promoter may collect personal information from Eligible Entrants 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 an Eligible Entrant's personal information unless the Eligible

Entrant has been informed or the Eligible Entrant has 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 Eligible Entrant.

- 35.** Eligible Entrants should direct any request to access, update or correct information to the Promoter. The Promoter's 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 New Zealand Privacy Principles. The Promoter's privacy policy can be found at www.bosch-home.co.nz (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 0800 807 723.
- 36.** By entering the Promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing, market research / analysis, publicity and related purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages, and telephoning the Eligible Entrant for an indefinite period and use on social media. Such personal information will be dealt with by the Promoter in accordance with the applicable privacy legislation and the Promoter's privacy policy available at www.bosch-home.co.nz (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 0800 807 723.
- 37. Other:** A condition (or part or parts thereof) of these Conditions will not apply where the condition is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.
- 38.** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 39.** This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering and participating in the Promotion, the Eligible Entrant agrees to hold harmless, defend and indemnify 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)** Eligible Entrant's participation in the Promotion; or **(b)** Eligible 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)).
- 40.** These Conditions will be governed by and construed in accordance with the laws in force in New Zealand.