

# 30 Day Money Back Guarantee

on ALL Bosch vacuum cleaners.

1 January 2022 to 31 December 2022.

## **Bosch 30 Day Money Back Guarantee Conditions of Entry**

Below are the Conditions of the Bosch 30 Day Money Back Guarantee Promotion including how to arrange a refund of the purchase price if a Purchaser is not fully satisfied with the Product purchased (**Offer**). To be eligible for the Offer, the Eligible Product must be trialled by the Purchaser for a minimum of 15 days. If after the 15 day period the Purchaser is not satisfied with the Eligible Product, the Purchaser may register for a refund with the Promoter.

**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, discount Clearance Outlet purchases, ex-display or used stock. **Ineligible Purchases** means any lay-bys or similar arrangements unless paid in full during the promotion period with the balance owing showing \$0.00 before money back claim is lodged, hire purchase or rental agreements and purchases made directly from BSH Home Appliances Pty Ltd including the Employee Shop. **Offer Period** means the period between 12:01am AEST on 1 January 2022 to 31 December 2022. (inclusive). **Eligible Product** means ALL Bosch vacuum cleaners (BCHF220GAU, BCH3PT25AU, BCH6AT25AU, BCH86HYGAU, BCH6ZOOAU, BCH86PETAU, BCS61113AU, BCS61PE2AU, BGL3PWERAU) purchased from a participating Bosch reseller in Australia during the Offer Period, excluding Ineligible Products and Ineligible Purchases. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria, 3168. **Purchaser** means a resident of Australia, who purchases a Product during the Offer Period and is the end user of that Product. **1.** Subject to these Conditions, if a Purchaser is not fully satisfied with the Product purchased, and has trialled the Eligible Product for a minimum of 15 days, then within 30 days from the date of purchase of the Product, the Purchaser may complete the online form at <https://boschpromotion.com.au/30daymoneybackguarantee> to arrange a refund of the purchase price of the Product and transportation of the Product from its location back to the Promoter or its agent. Once the claim is lodged, a representative will be in touch to arrange a collection date. The Purchaser must make the Product available for collection by the Promoter or its agent in order for the Money Back Guarantee refund to be processed.

**2.** The original purchase receipt of the Product must be retained and supplied by the Purchaser upon request to either the Promoter or its agent as proof of purchase. The Promoter reserves the right to refuse the refund if the original purchase receipt of the Product cannot be provided by the Purchaser.

**3.** All manuals and accessories sold as part of the Product must be included with the returned Product prior to any refund being provided. **4.** The Product and all manuals and accessories sold as part of it must be in as good as new condition (fair wear and tear excluded) and must not be damaged for a refund to be provided. **5.** Refund amount covers only the purchase price of the Product and all manuals and accessories sold as part of it but excludes any associated charges including transportation, installation and purchase of additional accessories and warranties. The refund will be processed within 60 days of the collection date of the Product. **6.** The Promoter, licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this Offer are ineligible to enter. **7.** 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. **8.** The Promoter's decision on all matters pertaining to the Offer is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all). **9.** The Promoter, its directors, employees, agents and contractors, and the agencies and companies associated with this Offer (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 Offer, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). **10.** The Promoter may collect personal information in order to administer the Offer, the 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 Offer 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 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 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](http://www.bosch-home.com.au) (follow the 'Privacy' link at the bottom of the page). **11.** The Offer is not transferable, assignable or exchangeable. **12.** 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 Offer. **13.** 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. **14.** If this Offer 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 Offer, as appropriate. **15.** Without limiting any other Condition, the Promoter and the Associated Entities will not be liable for any damage in transit of the Product. **16.** 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. © 2022 BSH Home Appliances Pty Ltd. 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