

30 Day Money Back Guarantee

on ALL Bosch vacuum cleaners.

Valid 1 January 2023 to 31 December 2023.

Bosch 30 Day Money Back Guarantee Conditions of Entry

1. Below are the Conditions of participation for the Bosch Vacuum 30 Day Money Back Guarantee (**Offer**) including eligibility, age limits, exclusions and details of how to register.

2. Information on how to enter and the Offer form part of these Conditions. Participation in this Offer constitutes acceptance of these Conditions.

3. **Definitions: Money Back Guarantee** means the purchase price of the Eligible Product and accessories (if any) as listed on the proof of purchase document(s). Any additional charges including, but not limited to, delivery, installation, additional warranties etc are not included unless specified as included. **Eligible Product** means all Bosch vacuum cleaners purchased from a participating Bosch reseller in Australia that is currently listed on the Bosch Home Appliances website or, the Bosch Online Shop (www.bosch-home.com.au) during the Offer Period, excluding Ineligible Products and Ineligible Purchases. **Ineligible Product** means any project or commercial purchases, trade seconds, scratch and dent stock, discount clearance outlet purchases and ex-display. Ineligible Purchases means any lay-bys or similar arrangements (unless initiated and paid for in full during the Offer Period with the balance owing showing \$0.00), hire purchase or rental agreements and purchases made directly from the Promoter through the Employee Shop. **Offer Period** means the period commencing 1 January 2023 to 31 December 2023 (inclusive). **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria, 3168.

4. **Eligibility:** the Offer is only available to Australian residents with a residential address in Australia, aged 18 years or over who have purchased an Eligible Product during the Offer Period and are the end user of the Eligible Product (**Claimant**).

5. **How to claim:** (a) to claim the Money Back Guarantee, Claimants must have purchased an Eligible Product during the Offer Period; (b) the Claimant must have used the Eligible Product for a minimum of 15 days; and (c) if the Claimant is not satisfied with the Eligible Product, the Claimant must complete the online form at www.boschpromotion.com.au/30daymoneybackguarantee (**Online Form**) within 30 days from the date the Eligible Product was purchased.

6. If, the Online Form is successfully submitted and verified, a representative of the Promoter will contact the Claimant to arrange collection of the Eligible Product.

7. The Money Back Guarantee will only be processed once the Eligible Product has been collected from the Claimant.

8. The Money Back Guarantee will be processed within 60 days of the collection date of the Eligible Product.

9. **Requirements:** All accessories included with the Eligible Product must be returned with the Eligible Product.

10. The Eligible Product and all accessories included with the Eligible Product (if any) must be in as good as new condition (fair wear and tear excluded) for the Money Back Guarantee to be provided.

11. **Online Form:** The Online Form must be completed in full, identifying the claimant's name, postal address, daytime contact telephone number, email address, and the purchased Eligible Product's model number, invoice / receipt number, the claimant's nominated Australian bank account details, as well as name and location of the store where the purchase was made. Claims must include a copy of the original invoice which clearly shows the Eligible Product(s) purchased and paid for in full within the Offer Period (collectively **Claim Documents**). For technical issues with the online claim, contact our Customer Service on 1300 369 744 or via email promotions.au@bshg.com by the deadline specified below. Claims will not be accepted by email, fax or any other means.

12. **Proof of purchase is essential:** all claimants must retain their original invoice which clearly shows the Eligible Product(s) purchased. Claimants may be required to provide these invoices to the Promoter for verification purposes.

13. Handwritten receipts and delivery dockets will not be accepted as proof of purchase.

14. The Promoter reserves the right to request further information regarding proof of purchase from the claimant.

15. Claims will be deemed invalid if the same invoice/receipt number is used for more than one claim.

16. **Deadline:** Claim Documents must be received by the Promoter strictly by 31 December 2023. Claims received after this date will not be processed and no Money Back Guarantee will be issued.

17. The Promoter accepts no liability for claims that are delayed, misdirected, incorrectly submitted or lost.

18. **Erroneous account details:** If a Claimant becomes aware that they have submitted incorrect bank account information, the Claimant must immediately notify the Promoter of the Claimant's error and provide correct bank account information.

19. If an EFT is made to a bank account which was erroneously submitted by a claimant and the transaction is rejected, the Promoter will attempt to reverse the EFT.

20. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and Claimants agree that if they submit incorrect bank account or other relevant information, and an EFT is paid to an incorrect bank account, the Money Back Guarantee may be forfeited.

21. **Promoter 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.

22. **Transferability:** the Money Back Guarantee is not transferable or assignable.

23. **Discretion:** 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).

24. **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.

25. Errors and omissions will be accepted at the Promoter's discretion.

26. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their claim(s).

27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

28. **Modifications:** 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, 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, to modify, suspend, terminate or cancel the Offer, as appropriate.

29. Any cost associated with accessing the Offer website is the Claimant's responsibility and is dependent on the internet service provider used.

30. **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, as well as any other implied warranties under any other similar consumer protection laws in the States and Territories of Australia (**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 Offer.

31. **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 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 claim value to that stated in these Conditions; (e) any tax liability incurred by a Claimant; or (f) use of a product.

32. **Privacy:** The Promoter collects personal information (**PI**) in order to conduct the Offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, 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). 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 Claimant. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their entry/entries. The Privacy Policy also contains information about how Claimants may opt out, access, update or correct their PI, how Claimants 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).

33. **Other:** 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.

34. These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.