



Terms and Conditions: 30 Day Money Back Guarantee on all Bosch Floorcare models.

Our satisfaction promise!

We're offering a 30 Day Money Back Guarantee on all Bosch vacuum cleaners. Trial your new vacuum and if you don't love it, we'll arrange a refund.

Valid 1 October 2023 to 31 December 2024

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 New Zealand that is currently listed on the Bosch Home Appliances website or, the Bosch Online Shop (www.bosch-home.co.nz) 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 October 2023 to 31 December 2024 (inclusive). **Promoter** means BSH Home Appliances Ltd (NZBN 9429035347989) of Level 3, AON House, Smales Farm, 74 Taharoto Road, Takapuna, Auckland 0622.
4. **Eligibility**
The Offer is only available to New Zealand residents with a residential address in New Zealand, 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**
To claim the Money Back Guarantee, Claimants must:
 - (a) have purchased an Eligible Product during the Offer Period;
 - (b) have used the Eligible Product for a minimum of 15 days; and
 - (c) if not satisfied with the Eligible Product, complete the online form located at www.bosch-home.co.nz/promotions (**Online Form**) within 30 days from the date the Eligible Product was purchased
6. If the Online Form is successfully submitted and verified, the Promoter will accept the return of the Eligible Product by the Claimant at the Claimant's own cost.
7. The Money Back Guarantee will only be processed once the Eligible Product has been returned by the Claimant at the Claimant's own cost.
8. The Money Back Guarantee will be processed within 60 days of the collection date of the Eligible Product.
9. **Requirements**
All accessories and packaging 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 New Zealand 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, call 0800 245 709 (Monday to Friday 11:00am NZST to 7:00pm NZST) or email aftersales.nz@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

fullest extent permitted by law:

(a) to disqualify any claimant; and/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 Consumer Guarantees Act, as well as any other implied warranties under any other similar 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.

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 Promotion 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 New Zealand 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.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 Claimant. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their claim(s). 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 New Zealand Privacy Principles or any other applicable laws and how those complaints will be dealt with. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand (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 New Zealand.