

# Winter Warmer Coffee Giveaway

Valid from 7 June 2024 to 21 June 2024

This promotion involves skill based elements.

## Disclosure Notice

BSH wishes to draw your attention to the following conditions.

**Conditions 4 – 8** outline applicable dates, eligibility requirements and restrictions and selection criteria.

**Conditions 10 – 13** outline the Prize details, value and exclusions.

**Condition 29, 30 and 37** outline liability rights and obligations relating to Eligible Entrants, the Promoter and other parties.

**Conditions 32 – 34** outline requirements to provide own work submissions, consents for the Promoter to use content and personal information.

## Conditions of Participation and Entry

**1.** Below are the Conditions of Participation and Entry (**Conditions**) for the Bosch Winter Warmer Coffee 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 Pty Ltd (ABN 22 109 198 405) (ACN 109 198 405) of 1555 Centre Road, Clayton, Victoria, Australia, 3168, telephone 1300 729 885. **4. 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. **5. Promotional Period** means the period commencing 7 June 2024 to 21 June 2024. **6.** Entries received after the Promotional Period will not enter the Promotion. **7. Entry:** To enter, Eligible Entrants must, during the Promotion Period: **(a)** follow @boschhomeau on Instagram; **(b)** like the Winter Warmer Coffee Giveaway Post; and **(c)** tag a friend in the comments section and in 25 words or less, answer the prompt 'Tell us a creative way you make your home cosy in the winter time'. **8. Nature of the Promotion:** One winner will be selected by the judging panel, having regard to the relevance, skill, creativity and originality of the answers on 24 June 2024. **9.** The judging panel will consist of representatives from the Promoter. **10. Prize** means one Bosch Silver Fully Automatic Coffee Machine (TIS30321RW). **11.** The total Prize pool is valued at \$799.00. **12.** 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). **13.** Prizes (or any element of a Prize), are not transferrable, assignable or, exchangeable and cannot be taken as cash, cheque or electronic transfer. **14.** The Promoter accepts no responsibility for any variation in the value of the Prize beyond the Promoter's reasonable control. **15.** If the Prize (or element of the Prize) is unavailable, for reasons beyond the Promoter's reasonable control, the Promoter 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. **16.** 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 reasonable 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. **17. Receipt of Entries:** Entries are deemed to be received by the Promoter at the time of submission in accordance with Condition 7. **18.** Eligible Entrants can only enter the Promotion once. **19.** Incomplete or incomprehensible entries will be ineligible to win. **20.** The Promoter does not accept any responsibility for late or misdirected entries for this Promotion. **21.** Any cost associated with accessing Instagram is the Eligible Entrant's responsibility and is dependent on the telco service provider used. **22. Decisions:** The Promoter will not enter into correspondence relating to the conduct of, or its decisions made regarding, the Promotion but, will act reasonably in relation to genuine and specific issues raised in writing. **23. Winner Announcement:** The winner will be announced by publishing their name on the @Boschhomeau Instagram Page and on the Promoter's website <http://www.bosch-home.com.au/promotions>. The winner will also be notified via direct message to their Instagram account on 25 June 2024. **24.** The winner will be required to follow the instructions provided by the Promoter or, its representatives and provide personal details to facilitate the delivery of the Prize. **25.** If, despite reasonable attempts, the Promoter is unable to contact the winner by 11:59PM AEST on 25 July 2024, the winner (as applicable) will be deemed to have forfeited the Prize with no compensation or other prize payable in lieu and the judging panel will re-judge the Promotion on 30 July 2024. **26.** 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-judging valid entries. **27. 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, acting reasonably, 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 reasonable discretion. **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 Competition and Consumer Act, as well as any other implied warranties under other applicable laws in the States and Territories of Australia where the Promotion is being conducted (**Non-Excludable Guarantees**). **29. Liability:** Except for any liability that cannot by law be excluded by law, 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 the Promotion including: **(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 Conditions; **(e)** any tax liability incurred by a winner or entrant; or **(f)** use of a Prize, that cannot reasonably be considered to arise naturally from the Promoter's breach of these Conditions. **30.** The Promoter and its agencies and companies associated with the Promotion will not be liable for any damage in transit of any Prize where it is fair and reasonable. **31. 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, acting reasonably, to the 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. **32. Own Work:** All Eligible Entrants must submit only their own original entry/answers. 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. The Promoter reserves the right in its reasonable discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. **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 a reasonable 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 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](http://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 a reasonable period, unless otherwise advised, use the PI for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant in accordance with applicable laws. 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. 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) in accordance with applicable laws. **35. 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. **36.** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. **37.** Instagram requires Eligible Entrants to be made aware that this Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and, by entering and participating in the Promotion, the Eligible Entrant is required to completely release Instagram. **38.** These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.