

# **HOME UPGRADE OFFER**

## **TERMS AND CONDITIONS**

### **I. GENERAL**

1. These terms and conditions shall apply to the 'Bosch 100 Home Upgrades Offer' (herein after referred to as the "Offer").
2. The Offer is organized by BSH Household Appliances Manufacturing Private Limited ("BSH").
3. Offer Period: This Offer shall commence on 11<sup>th</sup> October 2024 and shall continue until 30<sup>th</sup> November 2024, both days inclusive.
4. Offer is not valid for online purchase of Eligible Products.
5. Offer is valid only within the territorial limits of Republic of India. Offer mentioned in section III (1) and the terms applicable thereto is not valid in the state of Tamil Nadu and Pondicherry.

### **II. ELIGIBILITY**

1. To be eligible to avail the Offer, the consumer needs to conform to the following eligibility criteria: a) an Individual; b) an Indian citizen; c) aged 18 years and above as on the date of availing the Offer; d) legally eligible to enter into a contract.
2. This Offer is not applicable for bulk orders, institutional, organizational, or corporate purchases.
3. This Offer will be open to all the residents of India apart from BSH's employees and their families, BSH's agents, distributors, retailers or other channel partners (including their employees).
4. To be eligible for the prizes, the consumer must have a valid photo ID Proof, Address Proof, PAN Card, AADHAR CARD, and the original Invoice of purchase of the Eligible Product.
5. Consumer is required to purchase an Eligible Product during the Offer Period in accordance with these Terms and Conditions. BSH shall confirm the purchase of the Eligible Product within 7 working days from the date of installation of the Eligible Product to ascertain the eligibility of the consumer. In case consumer cancels the purchase of the Eligible Product after registering and redeeming the scratch card, or BSH is unable to confirm the purchase of the Eligible Product by the consumer, or the details of Eligible Products submitted at the time of registration for the Offer do not match with the product installed, the consumer shall be disqualified from the Offer and shall not be entitled to receive any gifts under the Offer.

### **III. OFFER & OFFER MECHANISM**

1. Consumers shall be eligible to win any of the following gifts upon purchase of Eligible Product during the Offer Period:
  - a. 101 consumers can win a free home upgrade - consumers are entitled to 4 home appliances, free of cost.
  - b. 101 consumers can win free Bosch Mixer Grinder.
  - c. 2 years Extended Warranty on the Eligible Product.
2. **Eligible Product:** To qualify for the Offer, the product purchased must be a Bosch product having a minimum invoice value (including taxes) of ₹25,000. The following categories of products are eligible under this Offer:
  - Dishwashers
  - Front Load Washing Machines
  - Dryer Machines
  - Washer-Dryer Combo
  - Refrigerators (Twin / 3-Door Variants) with a capacity of 300 liters or greater
  - Cooking Appliances (Hoods, Hobs, Ovens, and Microwaves)
3. **Registration for the Offer:** Upon the purchase of the Eligible Product, consumers need to scan the QR code for the digital scratch card. To access the scratch card consumers shall be required to input their Name, Mobile Number, Email ID, Address, Name of the Eligible Product, date of Invoice of the Eligible Product, and also upload a picture of the said Invoice on the secured link.
4. Each consumer is eligible to receive and redeem only one scratch card throughout the Offer Period.
5. Consumer shall have to register for the Offer and redeem the scratch card within 5 days from the date of purchase of the Eligible Product. If the consumer does not register for the Offer and redeem the scratch card in the time and manner stipulated, then the gift eligible to the consumer under the scratch card shall be forfeited by the consumer.
6. The benefits associated with this Offer cannot be converted into cash or any cash equivalent. The gifts must be taken as offered and cannot be varied. The right to claim the gift cannot be assigned or transferred by the consumer to any other person.
7. Each scratch card shall have only one gift, i.e. either a home upgrade, Bosch Mixer Grinder or 2 years extended warranty.
8. Gifts are assigned in the scratch card randomly based on an algorithm.
9. Once the consumer scratches the scratch card, their gift is revealed. Consumer shall also receive an email confirmation of the same on the email id shared by them at the time of registration with further details.
10. If the consumer wins the Home Upgrade Offer:
  - a. Under this offer, consumer shall have the opportunity to select a maximum of 4 out of a selected list of 5 Bosch home appliances.

- b. If the consumer selects 4 home appliances, the value of the home appliances won can range from Rs. 1.5Lac to Rs. 2.2Lac, basis the selection by the consumer.
  - c. Only the specified model numbers listed in the offer communication (sent to the consumer) will be eligible for redemption under the home upgrade offer.
  - d. No exchanges, upgrades, or substitutions of the products available for winning under the Home Upgrade Offer shall be allowed.
  - e. Consumer shall be required to make payment of tax, as applicable. Please see section V (Applicable Taxes) for further details.
  - f. The products selected by the consumer under the Home Upgrade Offer shall be delivered to the consumer within 30 working days from the date of receipt of the tax amount by BSH.
  - g. All the products selected under the Home Upgrade Offer will be delivered by BSH at a single location in the same city as the store from where the Eligible Product was purchased. Notwithstanding the same, BSH has the right to reject delivery to a particular pin code, in case the pin code is not within the serviceable area of BSH.
  - h. Delivery of all products selected under the Home Upgrade Offer will be made in a single shipment.
  - i. Eligible Product cannot be claimed as a part of the products won under the Home Upgrade Offer.
11. If the consumer wins Bosch Mixer Grinder:
- a. The specific model of the mixer grinder won by the consumer as gift under the Offer will be at the sole discretion of BSH, and the consumer shall not be entitled to request for a different model.
  - b. The Mixer Grinder shall be delivered to the consumer within 30 working days from the date of installation of the Eligible Product.
  - c. The Mixer Grinder shall be delivered by BSH in the same city as the store from where the Eligible Product was purchased. Notwithstanding the same, BSH has the right to reject delivery to a particular pin code, in case the pin code is not within the serviceable area of BSH.
12. If the consumer wins 2 years Extended Warranty:  
Consumer shall receive the Extended Warranty certificate at the time of installation of the Eligible Product.

#### **IV. Cashback Offer Terms**

- 1. Cashback offer upon purchase on EMI using Credit Card and Debit Card
  - a. Up to **20%Cashback** on purchase of freestanding Bosch appliances (Washing Machine, Dryers, Washer dryers, Refrigerators and Dishwashers, Hobs, Hoods & Chimneys) on EMI by using select credit cards and debit cards ("**Cashback Offer**"). This Cashback Offer is available only for purchases made via retail outlets and is not available on purchases made via online platforms.
  - b. Cashback Offer Period: 1<sup>st</sup> October, 2024 to 31<sup>st</sup> October, 2024 (Please note that the offer will be available on selected dates within the Cashback

- Offer Period. Consumer is requested to check the Cashback Offer's availability with your seller at the time of purchasing the Eligible Product.)
- c. Minimum transaction value to avail this Cashback Offer is Rs.15,000; Maximum cashback that can be claimed by the consumer is Rs.9,000.
  - d. Cashback will reflect after 90 days from end date of Cashback Offer Period, i.e. 31<sup>st</sup> October 2024.
  - e. This Cashback Offer is valid on availing EMI facility of the following tenures: 3, 6, 9, 12 & 18 months.
  - f. In case the consumer purchases the Eligible Product on EMI, following interest charge shall be borne by consumer:

EMI duration	Interest charge borne by consumer
3 months	No cost EMI
6 months	1.5%
9 months	2.5%
12 months	2.5%
18 months	3.5%

- g. The Cashback Offer is applicable on leading banks Credit and Debit Cards: ICICI, SBI, Kotak, Axis, AMEX, RBL, Yes Bank, AU Bank, DBS, Federal, HSBC, HDFC IDFC and BOB.
  - h. The Cashback Offer is available in selected outlets & for models only. Please check with your seller on the availability on the Cashback Offer for your selected product at the time of purchase.
  - i. Consumer can obtain the EMI facility (including the Cashback Offer) only once per card. The Cashback Offer is valid only if transaction is done under EMI option offered for Bosch brand and when Cashback Offer is printed on charge slip.
  - j. Consumer needs to retain charge slip until cash back amount is credited in to card account.
  - k. Terms and conditions levied by the banks on the credit and debit cards shall apply in addition to these Terms.
2. EMI Schemes – Paper Finance: The following EMI offers are available when the consumers wish to opt for paper financing schemes for purchase of on freestanding Bosch appliances (Washing Machine, Dryers, Washer dryers, Refrigerators and Dishwashers, Hobs, Hoods & Chimneys) ("**EMI Offer**"):
- a. **Fixed EMI Instalments:** Under this option, the consumers will have fixed instalment value that is payable as EMI. The tenure of the EMI will be calculated basis the price of the products purchased. The banks and

financial institutions offering these schemes can, at their sole discretion, determine the total value of credit that is offered to the consumer on EMI.

<b>Fixed EMI value (per month)</b>	<b>Eligible Products</b>
Rs. 1291 & 1491	Asian Top Load washing machine
Rs. 2491 & 2991	Front Load washer machines
Rs. 1991 & 2991	Dishwasher
Rs. 991 & 1291	Semi-Automatic Twin Tubs Single Door models
Rs. 1991 & 2491	Refrigerator with top freezer models

- b. **Fixed Tenure EMI:** Under this option, the consumers have the option to fix the tenure for which the EMI will be payable. The EMI instalment value will be determined based on the purchase value of the product. The banks and financial institutions offering these schemes can, at their sole discretion, determine the total value of credit that is offered to the consumer on EMI.

<b>Total Tenure</b>	<b>Upfront Instalments payable</b>
9 months	EMI for 1 month
12 months	EMI for 4 months
10 months	EMI for 2 months

- c. EMI Offer Period: 1<sup>st</sup> October, 2024 to 31<sup>st</sup> October, 2024 (Please note that the offer will be available on selected dates within the EMI Offer Period. You are requested to check the EMI Offer's availability with your seller at the time of purchasing the product.)
- d. EMI Offer are available on all freestanding Bosch appliances (Washing Machine, Dryer, Washer dryer, Refrigerator and Dishwasher)
- e. EMI schemes offered are at the sole discretion of Bajaj, IDFC, HDBFS, HDFC,TVS, Kotak ,ICICI
- f. EMI Offer cannot be clubbed with Cashback Offer (EMI financing via credit and debit cards along with cashback offer).

## **V. TERMS APPLICABLE IN TAMIL NADU AND PONDICHERRY**

1. All consumers purchasing an Eligible Product shall receive 2 years extended warranty on the Eligible Product during the Offer Period.
2. Consumer shall receive the Extended Warranty certificate at the time of

installation of the Eligible Product.

## **VI. AGREEMENT TO TERMS AND CONDITIONS**

1. By availing this Offer, consumers fully and unconditionally agree to accept and abide by these Terms and Conditions and acknowledge that the decisions of BSH shall be final and binding in all matters related to the Offer.
2. BSH reserves the right to exclude any person from the program at any time on the grounds of him being the subject of criminal investigation or due to misconduct or criminal record or conviction of any crime.

## **VII. APPLICABLE TAXES**

1. Applicable taxes including but not limited to income tax, gift tax or any other statutory tax liability that arises in connection with the prize(s) and is applicable from time to time will be solely borne by the consumers.
2. In case of the Home Upgrade Offer, BSH shall reach out to the consumers with the applicable tax liability on the consumer basis their selection of the home appliances, after BSH has confirmed the purchase of the Eligible Product (post installation of the Eligible Product). BSH will send emails to consumers availing the Home Upgrade Offer from [bsh-product\\_enquiry\\_desk@bshg.com](mailto:bsh-product_enquiry_desk@bshg.com) for making the applicable taxes payment.
3. Consumer shall be required to make prior payment of the applicable tax amount to BSH in order to avail the home appliances under the Home Upgrade Offer and BSH shall issue a TDS certificate accordingly.
4. Post making the online payment against the applicable taxes, consumer shall be liable to share the screenshot of successful payment (with visible UTR number) to [bsh-product\\_enquiry\\_desk@bshg.com](mailto:bsh-product_enquiry_desk@bshg.com). Consumer shall be required to share their PAN card copy along with the payment confirmation.
5. Please note that the consumer needs to make the tax payment & share the actual screenshot of the final tax payment made to BSH within 15 days from the date of receipt email communication from BSH regarding the applicable tax liability, else the benefit eligible to the consumer under the Home Upgrade Offer will be considered forfeited.

## **VIII. PUBLICITY**

1. By accepting the gift(s), the consumer undertakes and irrevocably and unconditionally permits BSH to cover the Offer through various media including digital and print media, and the consumer shall not raise any objection, protest, or demur to such coverage or in this regard.
2. The consumer hereby grants to BSH, the right/consent to use their photograph(s), soundbites, write-ups, video in any media found suitable by BSH, i.e. Radio, Print, Digital, Electronic or Point-of-sale media.

## **IX. INTELLECTUAL PROPERTY**

1. All right, title, and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in all responses received shall vest solely and exclusively with BSH or its licensors at all times.
2. All material submitted in connection with the Offer (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of consumers, are assigned to BSH upon submission and become the property of BSH exclusively. BSH may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of BSH.

## **X. FORCE MAJEURE**

BSH or its authorized service providers shall not be liable for any failure or delay to fulfill any of our obligations hereunder, to the extent the same is caused by force majeure events such as floods, earthquakes, fire, cyber-attack, riots, civil unrest, war (declared or not), strikes and lock-outs, or any other circumstances beyond the reasonable control of BSH or its authorized service providers and shall not be liable to compensate the consumer in these circumstances.

## **XI. MISCELLANEOUS:**

1. Any fraudulent conduct on the part of the consumer shall disentitle the consumer to avail the benefits under the Offer.
2. BSH reserves the right to change, defer, alter, or cancel this Program in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of BSH in this regard and in general with respect to this Offer and the terms and conditions thereto shall be final and binding.
3. The decision of BSH shall be final in all regards and no communication, queries or complaints shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any consumer and BSH and the consumer shall not have the authority to bind BSH in any manner whatsoever.
4. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of BSH.
5. If a consumer is dissatisfied with the Offer, the gifts available for claiming and/or the terms and conditions of the Offer, his/her sole and exclusive remedy is to not to avail the Offer.
6. The images of the prizes depicted on the press ads/posters/TVC's/pack shots etc. are for illustrative purposes only and the actual prize may vary from the depiction made. All images used to depict prizes are proprietary to BSH.

7. Information as available on the official web page of BSH is the only authentic and valid information about the Offer. BSH shall not be responsible for any incorrect/misleading information relating to the Offer, presented/ displayed on any other source other than the information available on the official website. BSH shall not be liable for any loss suffered by any consumer based on the representation, terms, conditions, information presented / displayed on any other source other than the official website.
8. BSH has endeavored to make all reasonably practicable arrangements to minimize communication system difficulties but can make no guarantee therefore and shall not be liable for any failures in the same.
9. BSH will not be liable for any loss, claim, damage, expenses whether expressed, implied, real, consequential incurred by the consumer due to availing the Offer.
10. The personal data collected for the purpose of this Offer may be used for successful operations of the Offer terms, advertising and/or marketing purposes. The personal data may be collected by a third party agency who works on behalf of BSH. You can at any time withdraw your consent for use of your personal data. **If you do not wish to be contacted by BSH or its representative for advertising or marketing purposes, or if you wish to withdraw your consent you can, at any point of time shall write to us at [service.in@bosch-home.com](mailto:service.in@bosch-home.com).**
11. BSH is committed for the protection of personal information/ data received from the consumer and every information/data provided by the consumer under this Offer and shall be retained, stored, protected by BSH as per its privacy policy available at [Privacy Policy | Bosch Home Appliances India \(bosch-home.in\)](#). By availing this Offer, consumer agrees to have read, understood and unconditionally accepted the Privacy Policy and specifically agrees to be contacted by BSH in relation to this Offer.
12. BSH is not responsible for consumer not being able understand the Offer or for the consumer's misinterpretation of the same.
13. Any disputes with respect to the Offer shall be subject to the sole jurisdiction of courts in Mumbai, India.
14. BSHG shall not be responsible for any loss or damage if it has to discontinue or cancel the Offer in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control. The consumer shall be informed of such discontinuance/cancellation as soon as possible.
15. All consumers availing the Offer are subject to verification, including without limitation, verification of eligibility as deemed appropriate by BSH and in case contestants fail to provide/substantiate the information provided to BSH, then BSH in its sole discretion, shall have the right to disqualify the consumers from availing the Offer, without any liability.
16. Consumer availing the Offer hereby agrees to indemnify and keep BSH, its associated companies, and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but



not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the consumer.