



BOSCH
Invented for life

Bosch Zoo'o Easter Giveaway Competition

Valid 9 April to 16 April 2019.

Conditions of Participation and Entry (Conditions)

THIS PROMOTION INVOLVES SKILL BASED ELEMENTS

- Following are the **Conditions** of participation for the Bosch Zoo'o Easter Giveaway Competition that features on the Bosch Home Appliances Facebook Page and on the Bosch Home Appliances Instagram Page (**Promotion**) including eligibility, age limits, exclusions, how to enter and the details of the prizes available to be won.
- Participation in this Promotion constitutes acceptance of these Conditions.

Facebook and Instagram have their own terms and conditions relating to use of its site and app, appropriate content and privacy, amongst other things, which can be accessed on the Facebook and Instagram sites. Participants can access those terms and conditions before participating in the Promotion should they wish to do so.
- Bosch Home Appliances Facebook Page** means the Facebook page located at www.facebook.com/BoschHomeAU. **Bosch Home Appliances Instagram Page** means the Instagram page located at www.instagram.com/BoschHomeAU. **Prize** means for each of the two winners, one Bosch Athlet Zoo'o ProAnimal cordless handstick vacuum (model BCH6ZOOAU) valued at \$599 RRP. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of Gate 1, 1555 Centre Road, Clayton, Victoria 3168. **Promotion Period** means the period between 9:00am AEST on 9 April 2019 and midnight AEST on 16 April 2019 (inclusive). **Promotion Post** means the Facebook or Instagram post(s) referencing the Promotion made by the Promoter on the Bosch Home Appliances Facebook Page or on the Bosch Home Appliances Instagram Page.
- Entry is only open to Australian residents over 18 years of age at the date of entry.
- How to Enter:**

To participate in the Promotion, entrants must, during the Promotion Period:

(a) go to the Bosch Home Appliances Facebook Page or the Bosch Home Appliances Instagram Page;

(b) find the "Bosch Zoo'o Easter Giveaway Competition" Promotion Post;

(c) submit an entry on Facebook or Instagram by uploading an **original** photo (i.e. created by the Entrant) showing your pet's Easter spirit and submitting the photo via one of the following methods: commenting on the Promotion Post on Facebook with the photo entry, or posting the photo on your Instagram account using the Instagram hashtag specified in the Promotion Post; **and**

(d) Ensure that the submitted entry does not infringe on third-party rights i.e. the image or video footage must not deliberately or inadvertently contain another company's trademark, logo or intellectual property because that may cause your entry to be disqualified. **No third party trademarks/logos/intellectual property.** Examples to watch for: a trademark/logo on clothing or a trademark/logo on other household items. The ONLY permitted trademarks or logos are the Bosch trademark or logo, which is not required to be in your entry, and will not influence the judging. The Promoter may elect to blur incidental third party trademarks or logos in videos at its sole discretion. All entries become the property of the Promoter and cannot be returned. **Entries that the Promoter considers to be offensive or inappropriate will be removed and will not be eligible to win.**
- Entries must include all requested contact details and incomplete or incomprehensible entries will be ineligible to win.
- Entries are deemed to be received at the time the Promoter receives the entrant's entry in accordance with Condition 5 and not at the time of transmission or completion by the entrant. **Entrants can only enter once.** There will be only two winners selected from the combined pool of Facebook and Instagram entries.
- There will be a judging panel consisting of representatives from the Promoter. Judging will take place on 18 April 2019 at the Promoter's premises and the winner will be the best valid entry as judged by the judging panel, having regard to creativity, originality and Easter spirit and style.
- The Promoter's decision is final and no correspondence will be entered into.
- The winners will be announced by publishing their name on the Bosch Home Appliances Facebook Page and the Bosch Home Appliances Instagram Page (depending on which site the entry was submitted) and also notified through their Facebook or Instagram account. The winners will be required to follow the instructions provided.
- If, despite reasonable attempts, the Promoter is unable to contact a winner by midday on 1 June 2019, the winners (as applicable) will be deemed to have forfeited the Prize with no compensation or other prize payable in lieu and the Promoter will conduct such further redraws at midday on that day at the same place as the original draw, as are necessary to award the relevant Prize. The winner of such redraw will be announced by publishing their name on the Bosch Home Appliances Facebook Page or the Bosch Home Appliances Instagram Page and also notified through their Facebook or Instagram account. The winner will be required to follow the instructions provided.
- The winners will be given the Prize, which can be redeemed directly from the Promoter by calling BSH Home Appliances Customer Service on 1300 369 744.
- 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/runner up (as applicable).
- No element of the Prize is transferable, assignable or exchangeable.
- The Promoter accepts no responsibility for any variation in the value of the relevant Prize.
- 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**).

17. 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.
18. 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, 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 Promotion, as appropriate.
19. The Promoter does not accept any responsibility for late, lost or misdirected entries for this Promotion. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
20. Subject to Condition 16, to the extent permitted by law (in particular the Fair Trading Act 1999 (Vic) and the Competition and Consumer Act 2010 (Cth)), entrants hereby exclude, release and forever discharge the Promoter, Promoter sponsors and all other persons involved in the organisation, conduct and promotion of the Promotion and provision of the Prize (**Associated Entities**) from all liability for claims, loss, damage, costs or expenses that arise from or connected with participation in the Promotion and / or receipt of a Prize.
21. Subject to Condition 16, the Promoter and the Associated Entities and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, injury which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using a Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The Promoter may collect personal information in order to administer the Promotion, 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 Promotion 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 entrant. Entrants should direct any request to access, update or correct information to the Promoter. The Promoter's privacy policy contain 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** (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 1300 369 744.
23. By entering the Promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing, market research/analysis, publicity and related purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages, and telephoning the entrant for an indefinite period and use on social media. Such personal information will be dealt with by the Promoter in accordance with the applicable privacy legislation and the Promoter's privacy policy available at can be found at **www.bosch-home.com.au** (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 1300 369 744. Entrants' personal information may be disclosed to the relevant State and territory lottery departments and winners' names published as required under the applicable lottery legislation. A request to access, update or correct any personal information, or to request a copy of the Promoter's privacy policy, should be directed to the Promoter by contacting the Promoter at Locked Bag 66, Clayton South, 3169. All entries become the property of the Promoter and cannot be returned.
24. The Promoter reserves the right, at any time, to request the winner provide proof of age, identity and residency prior to awarding any element of the Prize. Identification considered suitable for verification is at the discretion of the Promoter. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. 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 drawing a further valid entry.
26. Subject to Condition 16, and without limiting Condition 21, the Promoter and its associated agencies and companies including the Associated Entities will not be liable for any damage in transit to Prizes.
27. All entrants must submit only their own original entry / answers, which must not have been previously published in any forum worldwide. 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 sole 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. The Promoter's legal rights to recover damages or other compensation are reserved.
28. If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to State / Territory Regulations. 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 requirements. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
29. 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 an unlimited 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.
30. The Promoter, associated companies, participating licensees, on-sellers and their employees (and their immediate families), and their 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 1st cousin.
31. 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.
32. These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering and participating in the Promotion, the entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).