

Bonus dishwasher promotion.

Valid 1 May to 30 June 2019.

Promotion Conditions

Following are the **Conditions** of participation for the Siemens Bonus Dishwasher Promotion (**Promotion**) including how to participate, eligibility, age limits, exclusions and details of how to claim your Bonus.

1. Definitions:

Bonus means your choice of one Siemens dishwasher selected from the Bonus Dishwasher Table below for each purchase of an Eligible Appliance or Eligible Appliances valued at \$5,999 (inc. GST) or more during the Promotion Period. **Eligible Appliance** means any of the appliances specified in the Eligible Appliances Table below purchased from a participating Siemens reseller in Australia, excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions. **Ineligible Product** means any appliances or products specified in the Ineligible Products Table below, project or commercial purchases, trade seconds, scratch and dent stock, ex-display or used stock. **Ineligible Purchases** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Promotion Period), hire purchase or rental agreements and all purchases made directly from BSH Home Appliances Pty Ltd. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria 3168. **Promotion Period** means the period between 1 May and 30 June 2019 (inclusive).

2. Eligibility:

To be eligible to receive the Bonus, you must:

- (a) purchase Eligible Appliances to a minimum value of \$5,999 (inc. GST) during the Promotion Period;
- (b) pay in full during the Promotion Period; and
- (c) be aged 18 years or over; and
- (d) purchase from an eligible retailer

Multiple claims permitted, subject to the following:

- (a) only one Bonus permitted per customer per purchase of the Eligible Appliance(s); and
- (b) each claim must be submitted in accordance with the claim requirements specified in these Conditions.

Bonus Dishwasher Table

| Model | Description |
|------------|----------------------------------|
| SN236I01JA | iQ300 freestanding dishwasher |
| SN436S01JA | iQ300 built-under dishwasher |
| SN56M531AU | iQ500 semi-integrated dishwasher |

Eligible Appliances Table

| Product class | Product | Minimum purchase value (inc. GST) |
|--|---------------------|-----------------------------------|
| Siemens ovens and compact ovens; coffee machines; warming drawers; cooktops; rangehoods; dishwashers; cooling i.e. refrigeration | All models included | \$5,999 |

Ineligible Products Table

| Product class | Product | Minimum purchase value (inc. GST) |
|--------------------|----------|-----------------------------------|
| Accessories | Excluded | Not applicable |
| Laundry appliances | Excluded | Not applicable |

3. Nature of Bonus:

No element of the Bonus is exchangeable.

4. How to claim:

The Bonus is redeemable at the point of purchase only subject to claimants following, and fully complying with, these Conditions including submitting any reasonably requested claim documents.

5. 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 ALL claims for verification purposes. Handwritten receipts and delivery dockets will not be accepted as proof of purchase. The Promoter reserves the right to request further information regarding proof of purchase from the claimant. Claims will be deemed invalid if the same invoice/receipt number is used for more than one claim.

6. Deadline:

The Bonus is redeemable at the time of purchase of the Eligible Appliance(s) during the Promotion Period only (unless otherwise agreed by the Promoter at its absolute discretion).

7. Privacy:

The Promoter may collect personal information in order to administer the Promotion, the product warranty, 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 claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter. The Promoter's privacy policy can be found at http://www.siemens-home.bsh-group.com/au/privacy.

8. BSH employees:

The Promotion is not open to employees of the Promoter and their immediate families (or their associated agencies) unless the Eligible Products are purchased from a Siemens authorised reseller in Australia in accordance with these Conditions.

9. 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 claim that is not in accordance with these Conditions. Errors and omissions will be accepted at the Promoter's discretion. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their claim(s). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Discretion:

The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions.

11. Transferability:

No element of the Bonus is transferable or assignable.

12. 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 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*). 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 a claimant's participation in the Promotion.

13. Liability:

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;
- (e) any tax liability incurred by a claimant;
- (f) any consequential loss or misappropriation of the Bonus if the claimant specifies an incorrect name or other relevant detail in the claim documents provided to the Promoter.

14. 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, 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.

15. Laws:

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

 $\ ^{\odot}$ 2018 BSH Home Appliances Pty Ltd.