

Kitchen renovator cashback.

Promotion valid 1 August to 29 September 2019.

Cashback Promotion Conditions of Entry

This section sets out the Conditions for the Siemens Kitchen Renovator Cashback (**Promotion**) and details how to claim your Bonus.

1. Definitions: **Bonus** means \$200 cashback for each purchase of an eligible Siemens home appliance as specified in the Eligible Appliances Table below during the Promotion Period. **Eligible Appliances** 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 excluded appliances specified in the Eligible Appliances Table below, washing machines, dryers, all accessories, 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 August 2019 and 29 September 2019 (inclusive).

2. Eligibility: To be eligible to claim the Bonus, you must:

- (a) purchase an Eligible Appliance during the Promotion Period;
- (b) pay in full during the Promotion Period; and
- (c) be aged 18 years or over.

Multiple claims permitted, subject to the following:

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

Eligible Appliances Table

Product class	Participating models and exclusions	Applicable cashback
Ovens & Compact ovens	All models excluding HB634GTS1A	\$200
Coffee Machines	All models	\$200
Warming Drawers	All models	\$200
Cooktops	All models excluding ET651FF17P, EC6A5IB90A, ET651BF17E	\$200
Rangehoods	All models excluding LC91BD552A, LB57574AU, LI97SA680A, LI67SA530A	\$200
Dishwashers	All models excluding SN236I01JA, SN257I01MA SN278I01TA, SN436S01JA, SN56M531AU	\$200
Cooling appliances	All models	\$200

3. Nature of Bonus: The Bonus will not be paid by cash or cheque. The Bonus will be paid via Electronic Funds Transfer (**EFT**) into the claimant's nominated Australian bank account within sixty days of validation of the claim subject to the claimant's completion of the online form found at www.siemens-home.bsh-group.com.au (online form) and in compliance with the claim procedure. Claimants will be notified via e-mail once the claim has been processed and validated.

4. How to claim: In order to obtain the Bonus, 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 Products' model numbers, invoice/receipt number, the claimant's nominated Australian 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 Products purchased and paid for in full within the Promotional Period (collectively **Claim Documents**). For technical issues with the online claim, contact our Customer Service on **1300 441 759** or via email enquiry@siemens-home-promotions.com.au by the deadline specified below. Claims will not be accepted by email, fax or any other means.

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: Claim Documents must be received by the Promoter strictly by **27 October 2019**. Claims received after this date will not be processed and no Bonus will be issued. The Promoter accepts no liability for claims that are delayed or misdirected.

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>. The Promoter will not use the claimant's bank account information for any purpose other than the EFT of the Bonus and will keep such information confidential. The Promoter reserves the right to keep such information for up to three months after EFT of the Bonus and only for record keeping purposes in connection with this Promotion, after which time the bank account details will be deleted.

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 claimant who submits a claim that is not in accordance with these Conditions or who tampers with the claiming process. 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: Claims are not 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 or bank fees charged by the claimant's bank; **(f)** any misdirected EFT or for any consequential loss or misappropriation of the Bonus if the claimant specifies an incorrect bank BSB, account number, name or other relevant detail in the Claim Documents.

14. 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. 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. If an EFT is reversed and then re-transferred because of an error of a claimant, a re-issuing fee of AU\$50 will be deducted from the amount of the Bonus transferred to the claimant's resubmitted bank account. 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 Bonus may be forfeited.

15. 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.

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