

“BSH SERVICE \$110 CASHBACK” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The **Promoter** is BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria, 3168.
3. Claims are only open to Australian residents aged 18 years or over who have previously purchased a Bosch home appliance from an authorised reseller in Australia (**Existing Product**) that is out of the BSH manufacturer’s warranty at the time of the Promotional Period (as defined below) (**Eligible Entrant**).
4. Promotion commences 1 October 2021 and continues whilst advertised (**Promotional Period**). The Promoter reserves the right to terminate the promotion at any time without notice.
5. To be eligible to claim, Eligible Entrants must schedule a service call on their Existing Product with the Bosch service division during the Promotional Period (**Service Call**). Upon attending to the Service Call, a technician will assess the scope of the service and/or repairs required on the Existing Product and then provide a quote to the Eligible Entrant. Should the Eligible Entrant elect not to proceed with the quoted service/repair, they will be provided with a voucher containing a handwritten service number and a Unique Code (**Unique Code**). The voucher will be valid for six months from the date of the Service Call. For the removal of doubt, should an Eligible Entrant proceed with the quote to have their Existing Product serviced/repared, they will not be eligible to claim and will not receive a Unique Code.

Eligible Entrants who decide not to proceed with the quoted service/repair must then spend a minimum of \$500 or more in a single transaction on a new Bosch home appliance (excluding vacuums, B stock, ex-display, demo, refurbished stock or grey imports) from any participating Bosch authorised reseller in Australia during the Promotional Period (**Qualifying Purchase**). Upon completing their Qualifying Purchase, in the event a purchase receipt is not automatically provided to the Eligible Entrant, it is the Eligible Entrant’s responsibility to request one.

To claim, Eligible Entrants must then visit bshservicecashback.com.au/bosch and follow the prompts to the Promotion claim page. Eligible Entrants must input the requested details including, but not limited to, the details of the Qualifying Purchase, the Unique Code, an upload of the purchase receipt and the bank account details where the cash reward should be transferred to. Eligible Entrants must then submit the fully completed claim form during the Promotional Period.

6. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to claim. 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.
7. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim 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 discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable claims will be deemed invalid.
9. Multiple claims permitted, subject to the following:
 - (a) only one claim permitted per Unique Code and Qualifying Purchase;
 - (b) each claim must be submitted separately and in accordance with the claim requirements; and
 - (c) unrecognised Unique Codes will be deemed invalid.
10. Claimants must retain their original purchase receipt/s and Unique Code/s for all claims as proof of purchase. Failure to produce proof of purchase may, at the absolute discretion of the Promoter, result in invalidation of a claimant’s claim and forfeiture of any right to a reward. Purchase receipt/s must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claim.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. Claimants will be notified of the outcome of their claim by email.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. Every valid claim received will be awarded \$110 cashback transferred to the claimant’s nominated bank account.

15. 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 that 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 10% of the total reward amount will be deducted from the amount of the reward 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 an incorrect bank account or other relevant information, and an EFT is paid to an incorrect bank account, the reward may be forfeited.
16. 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, in its sole discretion, to the fullest extent permitted by law to:
 - (a) disqualify any claimant; or
 - (b) modify, suspend, terminate or cancel the promotion, as appropriate.
17. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used.
18. Nothing in these Terms and 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 the ASIC Act or similar consumer protection laws in the States and Territories of Australia (**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 the promotion.
19. Except for any liability that cannot by law be excluded, 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: (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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the reward.
20. 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 (see "Privacy" at the bottom of the home page). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
21. These Terms and Conditions will be governed by and construed in accordance with the laws in force in Victoria.