

## WESTINGHOUSE “BUILT IN AUSTRALIA” CHANCE TO WIN A TRIP FOR TWO TO HAMILTON ISLAND PROMOTION 2024

### TERMS AND CONDITIONS

1. Information on how to enter this promotion (**“Promotion”**) forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Electrolux Home Products Pty Ltd (ABN 51 004 762 341), (**“EHP”**) of 163 O’Riordan Street, Mascot NSW 2020 and its agents in the Promotion, including their officers, employees and agents (collectively called the **“Promoter”**).
3. The Promotion commences at 12:00am AEDT on 15<sup>th</sup> January 2024 and closes at 11:59pm AEDT on 16th February 2024 (**“Promotion Period”**).
4. The Promotion is only open to Australian residents aged 18 years and over who purchase any participating Westinghouse appliance in accordance with these Terms and Conditions (detailed in clause 6 below) in one transaction from a Participating Store (defined in clause 7 below) during the Promotion Period for the purpose of domestic use at a residential address (**“Eligible Entrant”**).
5. Employees (and their immediate families) of the Promoter and 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 first cousin.
6. To be eligible to enter, Eligible Entrants must purchase a participating Westinghouse “Built in Australia” oven or freestanding cooker (models in clause 7) (**“Qualifying Product”**) from a Participating Store during the Promotion Period and collect a receipt at the time of purchase of the Qualifying Product (**“Qualifying Transaction”**). In the event that a receipt is not automatically provided to an Eligible Entrant upon completion of their purchase, it is the Eligible Entrant’s responsibility to request one from the Participating Store.
7. List of Qualifying Products:

WESTINGHOUSE FREESTANDING COOKERS	WESTINGHOUSE BUILT IN OVENS
WFE512SC	WLE522WC
WFE612SC	WLE532WC
WFE614SC	WLE543WC
WFE616DSC	WLE622WC
WFE9515SD	WLE642WC
WFE9516DD	WLG510WCLP
WFEP9717DD	WLG510WCNG
WDE143WC-L	WLG512WCLP
WDE143WC-R	WLG512WCNG
WFE9546SD	WVE6313SDA
WFEP9757DD	WVE6313WDA
WDE132WC-L	WVE6314DD
WDE132WC-R	WVE6314SD
WFE532WC	WVE6314WD

WFE542SC	WVE6515DD
WFE642SC	WVE6515DDA
WFE642WC	WVE6515SD
WFE646DSC	WVE6515SDA
WDG110WCNG-L	WVE6516DD
WDG110WCNG-R	WVE6516SD
WDG112WCNG-L	WVE6525SD
WDG112WCNG-R	WVE6526DD
WFG612SCLP	WVE6555SD
WFG612SCNG	WVE6565SD
WFG612WCNG	WVE6565WD
WLG510WCLP	WVE915SCA
WLG510WCNG	WVE9515SD
WLG512WCLP	WVE9516DD
WLG512WCNG	WVE9915DDA
WLE642WC	WVE9915SDA
WLE522WC	WVEP6716DD
WLE622WC	WVEP6716SD
WLE543WC	WVEP6717DD
WLE532WC	WVEP6727DD
	WVEP6918DD
	WVEP9716SD
	WVEP9917DD
	WVES6314SD-L
	WVES6314SD-R
	WVG6314SD
	WVG6515SD
	WVG6555SD
	WVG6565SD

8. A participating store is any store that stocks the Promoter's products and displays material advertising this Promotion ("**Participating Store**").
9. The Promoter recommends that prior to purchasing a Qualifying Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion. The Promoter does not guarantee that all Qualifying Products will be available for purchase throughout the Promotion Period including from all Participating Stores.
10. For the purpose of these Terms and Conditions, "purchase" means an order placed and payment made in full for the Qualifying Product during the Promotion Period from a Participating Store. "Purchase" does not include:
  - a. Orders not paid;
  - b. Purchases made via eBay or other online third party bidding or auction websites;
  - c. Purchases of second-hand products;
  - d. Purchases by staff of the Promoter (and their immediate families);

- e. Purchases made through any online discounter (including but not limited to [shoppingsaffari.com.au](http://shoppingsaffari.com.au), [thebargainhunter.com.au](http://thebargainhunter.com.au) and [shopbot.com.au](http://shopbot.com.au));
  - f. Purchases made through an unauthorised sales agent or seller; and
  - g. Purchases made directly from the Promoter.
11. To enter the Promotion, Eligible Entrants must then visit <https://westinghousebuiltinaustralia.com.au/> and input the requested details (including but not limited to full name, phone number and email address), upload an electronic copy of their Qualifying Transaction receipt and then submit the fully completed entry form during the Promotion Period. Only one (1) valid entry is permitted per person.
12. There will be one (1) draw conducted at the end of the Promotion Period from all valid entries received ("**Draw**"). The Draw will take place at Bamboo Marketing at 1.24, 90-96 Bourke Road, Alexandria NSW 2015 at 11am AEDT on 19<sup>th</sup> February 2024 in the presence of an independent scrutineer. The Promoter may draw additional entries and record them in order in case an invalid or ineligible entrant is drawn.
13. The first valid entry drawn will win a trip to Hamilton Island for two (2) people (i.e. the winner and their travel companion) valued at up to \$6750 (**Major Prize Package**). Major Prize Package includes:
- Return economy airfares for two (2) from the winner's nearest Australian capital city to Hamilton Island, QLD
  - All airline and airport taxes
  - Return shuttle transfers from airport to accommodation
  - Four (4) nights at Reef View Hotel in Hamilton Island - twin room (or similar) with breakfast included
  - Hamilton Island Dining Card credit valued at \$250 total (see link [www.hamiltonisland.com.au/food-wine/gift-vouchers](http://www.hamiltonisland.com.au/food-wine/gift-vouchers))
  - \$1,000 spending money to be transferred by EFT subject to Promoter's verification of winner's valid bank account
14. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Travel is valid for twelve (12) months from when winners are drawn. Block out periods include all Australian School & Public Holidays along with all other special event periods.

**2024 Block out dates include but are not limited to:** 1<sup>st</sup> January – 5<sup>th</sup> February, 29<sup>th</sup> March – 1<sup>st</sup> April, 15<sup>th</sup> April – 26<sup>th</sup> April, 10<sup>th</sup> June, 8<sup>th</sup> – 19<sup>th</sup> July, 30<sup>th</sup> September – 11<sup>th</sup> October, 23<sup>rd</sup> December – 31<sup>st</sup> December.

**2025 Block out dates include but are not limited to:** 1<sup>st</sup> January – 5<sup>th</sup> February, 14<sup>th</sup> April – 25<sup>th</sup> April, 9<sup>th</sup> June, 7<sup>th</sup> – 18<sup>th</sup> July, 29<sup>th</sup> September – 10<sup>th</sup> October, 22<sup>nd</sup> December – 31<sup>st</sup> December.

All bookings must be made a minimum of sixty (60) days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. In the event the winner's travel companion is under the age of 18 years, they must be accompanied by a parent/guardian. Winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable

insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prize winner and travel companions must have valid comprehensive travel insurance for their period of travel.

15. The total Prize pool value is up to AUD\$6750.
16. SA and ACT winners will have their names published at <https://westinghousebuiltinaustralia.com.au> on 21<sup>st</sup> February 2024.
17. Subject to the unclaimed Prize draw clause, if for any reason a winner does not take/redeem a Prize (or an element of the Prize) at/by the time stipulated by the Promoter for any reason, then the Prize (or that element of the Prize) will be forfeited, and no compensation will be payable.
18. All Major Prize winners will be contacted by phone and email using the details provided at the time of entry within two (2) business days of the Major Prize draw.
19. A draw for any unclaimed Prizes may take place at Bamboo Marketing of 1.24, 90-96 Bourke Road, Alexandria NSW 2015 on 20<sup>th</sup> May 2024 at 11:00am AEDT using information received via the entry website, <https://westinghousebuiltinaustralia.com.au>, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the unclaimed Prize draw and in the event of any SA or ACT winners, their names will be published on <https://westinghousebuiltinaustralia.com.au> from 22<sup>th</sup> May 2024.
20. Eligible Entrants must retain the original OR a copy of their purchase receipt for all Qualifying Transactions as proof of purchase. Failure to produce the proof of purchase for any entry when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Entrant's entries and forfeiture of any right to a Prize. In that case, the Eligible Entrant will not be entitled to compensation.
21. The Promoter's decision is final on all matters and no correspondence will be entered into.
22. Prizes, or any unused portion of a Prize, are not transferable, exchangeable or redeemable for cash.
23. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Acceptance of a Prize is deemed consent for the Promoter to use the winner's name, likeness, image and/or voice for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
25. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used by that Eligible Entrant.
26. The Promoter reserves the right to amend, suspend or cancel any aspect of this Promotion (including any Prize or term) at any time in its sole discretion, subject to any written directions from a relevant regulatory authority.
27. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.

28. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including any winners' entries) and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an Eligible Entrant or an Eligible Entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these Terms and Conditions or the spirit of the Promotion.
29. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
30. 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: (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
31. Quality control errors will not invalidate an otherwise valid Prize claim.
32. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
33. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the Eligible Entrant.
34. As a condition of participating in the Promotion and to the extent permitted by law, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this Promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the Promotion and/or use of a Prize, howsoever caused.
35. These Terms and Conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
36. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the Promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
37. Except for any liability that cannot be excluded by law, the Promoter 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, including, but not limited to, where attributable to any of the following: (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 entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; (e) any tax liability incurred by a claimant or Eligible Entrant; or (f) use of a prize.
38. All claims and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants for the purpose of including Eligible

Entrants in the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers, and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the Eligible Entrants may not participate in the Promotion. By participating in the Promotion and opting in at the point of registration, each Eligible Entrant acknowledges that a further purpose for collection of the Eligible Entrant's personal information by the Promoter is to enable the Promoter to gain a better understanding of the Eligible Entrant's requirements in order for the Promoter to provide the Eligible Entrant with information about special offers and invitations. If an Eligible Entrant opts in to receiving direct marketing communications, from time to time, the Promoter may use the Eligible Entrant's personal information to promote other services and products to the Eligible Entrant. An Eligible Entrant may also receive marketing communications from third parties such as the Promoter's contractors, agents, partners and suppliers. An Eligible Entrant may be contacted by telephone, email, SMS, mail, social media or other digital channels. An Eligible Entrant may notify the Promoter at any time that he/she no longer wishes to receive any of these marketing communications and opt out of receiving the same by responding via the channel through which the Eligible Entrant received marketing communication or by contacting the Promoter directly. Eligible Entrants may also gain access to, update or correct any personal information by contacting the Promoter via email at [promotions@electrolux.com.au](mailto:promotions@electrolux.com.au). A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter at [promotions@electrolux.com.au](mailto:promotions@electrolux.com.au).

39. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
40. This Promotion is governed by, and construed in accordance with, the laws of the State of New South Wales and by entering the Promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of the State of New South Wales.

**NSW Authority No. TP/00186, ACT Permit No. TP23/02525, SA Permit No. T23/1930**