



Terms and Conditions: Bonus Bodum Bistro 2 Piece Mug Set with purchase of any Bosch Free-Standing Coffee Machine

Bonus Bodum Espresso Cups with any Bosch Free-Standing Coffee Machine Purchase

Valid 1 November 2023 to 31 December 2023

Below are the Conditions of participation for the Bonus Bodum Espresso Cups with any Bosch Free-Standing Coffee Machine Purchase (**Promotion**).

1. Definitions: **Bonus** means one Bodum Bistro Espresso Cup Set (10604-10) valued at \$64.90 for each **Eligible Product** purchased directly from the Bosch Online Shop www.bosch-home.co.nz during the Promotion Period. Eligible Product means any Bosch Free-Standing Coffee Machine (TIS30129RW, TIS30321RW) excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions. **Ineligible Product** means any product(s) not purchased directly from the Bosch Online Shop, project or commercial purchases, trade seconds, scratch and dent stock, discount clearance outlet purchases, 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 with the balance owing showing \$0.00), hire purchase or rental agreements. **Promotion Period** means 1 November 2023 to 31 December 2023. **Promoter** means BSH Home Appliances Ltd (NZBN 9429035347989) of Level 3, Aon House, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland 0622.

2. Eligibility: to be eligible to receive the Bonus, you must **(a)** purchase an Eligible Product during the Promotion Period; **(b)** have a residential address in New Zealand; and **(c)** be aged 18 years or over. Multiple Bonuses permitted, subject to the following: **(a)** only one Bonus permitted per purchase of an Eligible Product; and **(b)** each purchase must be in accordance with these Conditions.

3. Nature of the Bonus: subject to these Conditions, the Bonus will be delivered to the delivery address provided to the Promoter for the delivery of the Eligible Product. The Bonus and Eligible Product will be delivered separately to the recipient. Recipients must allow up to 20 business days from the date the Eligible Product was purchased to receive the Bonus.

4. Verification: The Promoter reserves the right, at any time, to verify the validity of recipients (including a recipient's identity, age and place of residence). Errors and omissions will 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.

5. Discretion: The Promoter's decision on all matters pertaining to the Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all).

6. Transferability and Substitution: Bonuses, or any unused portion of a Bonus, are not transferable, assignable or exchangeable and cannot be taken as cash, cheque or electronic transfer. In the event of the Bonus, or any part of it, not being available (e.g. due to supply shortages) the Promoter reserves the right to substitute the Bonus, or any part of it, with goods of corresponding value.

7. 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 Consumer Guarantees Act, as well as any other non-excludable warranties under applicable consumer protection laws in New Zealand where a purchase is made (**Non-Excludable Guarantees**).

8. Liability: Except for any liability that cannot by law be excluded by law, 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 the Promotion including: **(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 bonus 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 bonus value to that stated in these Conditions; **(e)** any tax liability incurred by a recipient; or **(f)** use of a bonus.

9. The Promoter and its agencies and companies associated with the Promotion will not be liable for any damage in transit of any Bonus.

10. Privacy: 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, Bonus suppliers and, as required, to New Zealand 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.co.nz/ (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 0800 245 700. 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 recipient. The Privacy Policy also contains information about how recipients may opt out, access, update or correct their PI, how recipients may complain about a breach of the New Zealand Privacy Principles or any other applicable laws and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand (for a list of the countries, see the Promoter's Privacy Policy).

11. 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

12. Other: 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.

13. These Conditions will be governed by and construed in accordance with the laws in force in New Zealand.