

Bosch '\$50 Pet Circle voucher' Promotion

Conditions of Entry

Valid 10 July 2015 to 9 October 2015 (Claims can be made from 13 July 2015).

This section sets out the Conditions for the Bosch '\$50 Pet Circle voucher' Promotion (**Promotion**) including eligibility, age limits, exclusions and details how to claim your Bonus.

1. Definitions

Bonus means a Pet Circle voucher valued at AU\$50.00 for each Eligible Product purchased during the Promotion Period for use in Australia only and subject to the terms and conditions of the voucher, which can be obtained by going to www.boschrewards.com.au, emailing help@boschrewards.com.au or by calling 1800 815 004.

NOTE: The Bonus:

- (a) *is a one-time \$50 discount off your purchase from www.petcircle.com.au, must be used in one transaction;*
- (b) *cannot be used to purchase flea, tick, worming and health products, for payment of delivery fees or in conjunction with any other offer;*
- (c) *will have a 12 month expiry period from date of issue; and*
- (d) *may be deemed invalid for any qualifying purchase that is returned for a refund (excluding refunds for faulty items or items covered by a guarantee).*

Eligible Product means a specific Bosch Zoo'o vacuum cleaner (models BCH6ZOOAU, BGS5ZOOAU and BGL8ZOOAU only) purchased from a participating Bosch reseller in Australia excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions. **Ineligible Product** means any 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 or from the Bosch Shop. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 7-9 Arco Lane, Heatherton, Victoria 3202. **Promotion Period** means the period between 10 July 2015 and close of business on 9 October 2015 (inclusive).

The Promoter has engaged the services of TLC Marketing Worldwide Pty Ltd of PO Box R446, Royal Exchange, New South Wales, 1225 (**TLC**) to administer the Promotion. The Promoter may direct TLC to act on its behalf in administering the Promotion and these Conditions including obtaining documentation, verifying details and documents etc. All correspondence regarding the Promotion should be directed to TLC care of this address.

2. Eligibility

To be eligible to claim the Bonus, you must purchase an Eligible Product during the Promotion Period and be aged 18 years or over.

Multiple claims permitted, subject to the following:

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

3. Nature of Bonus

The Bonus will not be paid by cash or cheque. Claimants should allow up to 28 days from the date that the claim is made for delivery of the Bonus.

4. How to claim

The Bonus will be emailed to claimants following completion of the online claim procedure located at www.boschrewards.com.au specified on the redemption flyer (provided by the store at the time of purchase), compliance with the online claim procedure and these Conditions. As part of the online claim procedure claimants will be required to provide personal details (e.g. full name, postal address, contact number, email address) and place of purchase of the Eligible Product along with a copy of the purchase receipt to be uploaded (**Claim Documents**). Claims will not be accepted by email, fax or any other means. Claimants should allow 28 days from making their claim to receive the Bonus and will need to go online to petcircle.com.au to redeem the Bonus.

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 or TLC 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 6 November 2015. 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, misdirected or lost.

It is the responsibility of the Bonus holder to use the Bonus within the 12 month expiry period at www.petcircle.com.au. The Bonus has been issued with the understanding that it will not be replaced and its validity will not be extended.

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 www.bosch-home.com.au (follow the 'Privacy' link).

Personal information is being collected by TLC Marketing Worldwide (**TLC**) (ABN 124 275 921, 88 Cumberland St, The Rocks, NSW 2000, Sydney, Australia) in order to facilitate the conduct of this offer. For this purpose, TLC may disclose personal information to third parties, including but not limited to the Promoter, agents, related entities, contractors, service providers and, as required, to Australian regulatory authorities. Participation is conditional on providing this personal information. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.tlcmarketing.com/Documents/au/PrivacyPolicy.pdf>.

8. BSH and TLC employees

The Promoter, TLC, licensees, on-sellers and their employees (and their immediate families), and their 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 1st cousin.

9. Verification

The Promoter or TLC 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 and TLC'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 and bonuses are not transferable, assignable or exchangeable.

12. If the Bonus is unavailable, for whatever reason, the Promoter or TLC reserves the right to substitute it for a bonus of equal or greater value, subject to State Regulations. It is a condition of accepting the Bonus that the claimant must comply with all the applicable conditions of use of the Bonus and the supplier's requirements, including any conditions of use, entry or attendance. Each Bonus must be taken as stated / arranged and no compensation will be payable if a claimant is unable to use, or participate in, a Bonus as stated / arranged.

13. 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.

14. 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
- (f) the suitability and/or availability of the products sold on the Pet Circle website.

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 or TLC, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter or TLC 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.

17. 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.