

## WESTINGHOUSE FRIDGE 2019 CASHBACK

### TERMS AND CONDITIONS Redemption

1. Information on this promotion ("**Promotion**") and how to participate in the 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 ("**EHP**") of 163 O'Riordan Street, Mascot NSW 2020, ABN 51 004 762 341, and its agents in the promotion, including their officers, employees and agents (collectively called the "**Promoter**").

3. The Promotion commences at 12:00am AEST on Friday 1<sup>st</sup> November 2019 and closes at 11.59pm AEDT on Monday 27<sup>th</sup> January 2020 ("**Promotional Period**"). Redemptions will be open from 12:00am AEST on Friday 1<sup>st</sup> November 2019 to 5:00pm AEDT on Saturday 29<sup>th</sup> February 2020 ("**Redemption Period**").

4. This Promotion is only open to Australian residents 18 years or over, who purchase a participating Westinghouse Refrigerator (models detailed in clause 6 below) from any participating Westinghouse Retailer ("**Participating Retail Stores**") during the Promotional Period for domestic use by that purchaser only at a residential address ("**Eligible Entrant**").

5. Employees (and their immediate families) of the Promoter, participating sales agents 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 first cousin.

6. The following Westinghouse product models ("**Participating Product**") are included in this Promotion: WHE5204SB, WHE5204BB, WHE5264SB, WHE6000SA, WHE6060SA, WQE6000SA, WQE6000BA, WQE6060SA, WQE6060BA, WHE7074SA & WHE6874SA. Purchases of Participating Products for Government and Commercial contract sales, second quality (T2), and auction goods are excluded from this promotion. T2 goods are products bearing serial numbers with the prefix "A", "B" or "C".

7. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period at each Participating Retail Store.

8. For the purposes of these terms and conditions, the following definitions apply:

a. 'Australian participating authorised Westinghouse dealer' means only retail partners of EHP (including online retail partners) approved by EHP;

b. 'Purchase' means an order placed and payment made in full for the Participating Product during the Promotional Period from a Participating Retail Store.

"Purchase" does not include:

- i. Rental payment plans with a term of less than 18 months;
- ii. Orders not paid in full;

- iii. Commercial or business transactions, or purchases made for a commercial or business purpose, or purchased in a business name;
- iv. Second hand products;
- v. Electrolux staff (and their immediate family) purchases;
- vi. Purchases made in conjunction with any other promotion;
- vii. Purchases made directly from EHP; and
- viii. Purchases made through any unauthorised retailer.

9. The Promoter recommends that prior to purchasing a Participating Product the customer verifies that the retailer is authorised to participate in this Promotion.

10. Every valid claim submitted during the Redemption Period will result in the Eligible Entrant being awarded the corresponding cashback value on their purchase.

Cashback values are as follows:

Model	Cashback Amount
WHE5204BB & WHE5204SB	\$100 Cashback
WHE5264SB, WHE6000SA, WQE6000SA & WQE6000BA	\$150 Cashback
WHE6060SA, WQE6060SA, WQE6060BA & WHE7074SA	\$200 Cashback
WHE6874SA	\$250 Cashback

11. Only one (1) claim per person (with a maximum of one (1) claim collectively by all persons in any one (1) household) is permitted.

12. In order to submit a valid claim, the Eligible Entrant must first complete the official claim form at [www.westinghouse.com.au/promotions](http://www.westinghouse.com.au/promotions) ("Website") including their first name, last name, contact phone number, complete delivery address, nominated email address, Westinghouse product model number, serial number, purchase receipt number, purchase receipt date and store of purchase. Claims must be received within the Redemption Period. No claims will be processed after the Redemption Period ends. Incomplete, indecipherable or illegible claims will be deemed invalid.

13. Once the official claim form has been submitted, the Eligible Entrant will be provided with online instructions in order to scan and upload their purchase receipt or alternatively must send their photocopied purchase receipt and printed online claim form in a stamped envelope to "Westinghouse Fridge 2019 Cashback", PO Box 624, Eastern Suburbs Mail Centre, NSW 2004 for validation. All purchase receipts must be received by the Promoter no later than 5:00pm AEDT on 14<sup>th</sup> March 2020. No responsibility is accepted by the Promoter for late, lost or misdirected mail. Purchase receipts received after this date will render the claim invalid. All claims must be made by the actual purchaser of the Participating Product as evidenced by the purchase receipt. Claims by any other person will not be accepted. Please refer to the 'How to claim' instructions on the Website for more details.

14. If an Eligible Entrant is unable to provide the serial number of the Participating Product purchased at the time of submitting the online claim form, the claim will be accepted for consideration, however, the Eligible Entrant must provide the serial

number to the Promoter within 90 days of the end of the Promotional Period, that is, by 5:00pm AEDT on 27<sup>th</sup> March 2020 to validate the claim. Such Eligible Entrants will be sent an email by the Promoter providing them with information on how to submit their serial number.

15. The cashback value will be awarded in the form of a payment via electronic funds transfer to a nominated bank account or to a designated credit card only. The Eligible Entrant must nominate their chosen payment method when submitting their claim form online. The claimed cashback is not transferable or exchangeable and is not redeemable at the point of purchase.

16. Eligible Entrants should allow six (6) – eight (8) weeks from the end of the Redemption Period for receipt of their cashback payment.

17. The Eligible Entrant must retain their original purchase receipt as proof of purchase. Failure to produce either the original or a copy of the purchase receipt when requested may, in the absolute discretion of the Promoter, result in invalidation of the Eligible Entrant's claim and forfeiture of any right to the cashback.

18. If an Eligible Entrant has not received their purchased item from the Participating Retail Store at the time of payment, the Eligible Entrant is still eligible for the cashback if they have paid in full within the Promotional Period. Purchases or claims showing incomplete payment for the Participating Products will not be accepted. The Eligible Entrant must however lodge a claim before the end of the Redemption Period.

19. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits a claim that is not in accordance with these terms and conditions or who tampers with the claim process. 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.

20. The Promoter's decision is final and no correspondence will be entered into. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the cashback. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

21. Any cost associated with accessing the Promoter's website for the purpose of making a claim is the Eligible Entrant's.

22. The Promoter does not guarantee the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.

23. The Promoter is not responsible for any problems or the technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any

combination thereof, or any other technical failures including any damage to an Eligible Entrant's or any other person's mobile device or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.

24. If there is an event beyond the Promoter's control which causes an interruption to its processing of the Promotion the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from a relevant regulatory authority.

25. The Promoter reserves the right to reclaim the cashback transferred to an Eligible Entrant, if the initially purchased Participating Product is returned after the claim has been processed and fulfilled (other than for warranty reasons or permitted by law). This clause does not limit or affect the Eligible Entrant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.

26. 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.

27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for 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 arising out 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 claim or cashback 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 the cashback value to that stated in these terms and conditions; (e) any tax liability incurred by an Eligible Entrant; or (f) the use of a cashback.

28. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants to include Eligible Entrants in the Promotion. If the personal information requested is not provided, the Eligible Entrant may not participate in the Promotion. By participating in the Promotion and opting in at the point of entry, each Eligible Entrant also acknowledges that a further primary purpose for collection of Eligible Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Eligible Entrants in the future with information on special offers or to provide Eligible Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS, MMS, IM and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies and promotional partners who may contact Eligible Entrants with special offers in this way. Eligible Entrants can opt out, 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). All personal information will be stored at Consortium Clemenger of 1 Basalt Road, Pemulwuy, NSW 2145. 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 the address set out at clause 2 or on the Website.

29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

30. 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.