

## Westinghouse Aspire Kitchen Package 2020 Cashback

Saturday 1 August 2020 – Sunday 8 November 2020

### TERMS AND CONDITIONS

1. Information on this Promotion ("**Promotion**") and how to participate in the Promotion forms part of these terms and conditions. Participating in the 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 Saturday 1 August 2020 and closes at 11:59pm AEDT on Sunday 8 November 2020 ("**Promotional Period**"). Redemptions will be open from 12:00am AEDT Saturday 1 August 2020 to 11:59pm AEDT Tuesday 8 December 2020 ("**Redemption Period**").
4. This Promotion is only open to Australian residents 18 years or over, who purchase three (3) or more products from the Westinghouse Oven, Cooktop, Rangehood, Dishwasher or Refrigeration range in one (1) single transaction (models detailed in clause 6 below) to a combined value of \$2,000 or higher from a participating Australian authorised sales agent of Westinghouse during the Promotional Period for the purpose of domestic use at a residential address ("**Eligible Entrant**").
5. Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with the Promotion are ineligible to Participate in the Promotion. 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, sister, brother, step-sister, step-brother or first cousin.
6. To qualify for this Promotion, an Eligible Entrant must purchase at least three (3) of the following qualifying products ("**Participating Product**"):

Ovens	Ceramic Cooktops	Dishwashers
WVE617DSC	WHC322BC	WSF6606KXA
WVEP617DSC	WHC633BC	WSF6608KXA
WVEP618DSC	WHC642BC	WMB4425DSC
WVEP627DSC	WHC643BC	<b>Fridges</b>
WVEP917DSC	WHC742BC	WBE4500BB
<b>Induction Cooktops</b>	WHC933BC	WBE4504BB
WHI323BC	WHC942BC	WBE5300BB
WHI633BC	WHC943BC	WBE5304BB
WHI643BC	<b>Integrated Rangehoods</b>	WHE5204BB
WHI645BC	WRI514BB	WQE6000BA
WHI743BC	WRI524BB	WQE6060BA
WHI943BC	WRI814BB	
WHI945BC	WRI824BB	
<b>Gas Cooktops</b>	<b>Canopy Rangehood</b>	
WHG638BC	WRCG914BC	
WHG958BC		

7. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period including from all participating Australian authorised sales agents of EHP.
8. For the purpose of these terms and conditions, **“purchase”** means an order placed and payment made in full for the Participating Product during the Promotional Period from a participating Australian authorised sales agent of EHP.
  - a. **“Participating Australian authorised sales agent of EHP”** means only retail partners of EHP (including authorised online retail partners) approved by EHP;
  - b. **“Purchase”** does not include:
    - i. Orders not paid in full;
    - ii. Purchases made via eBay or other online third part bidding or auction websites;
    - iii. Purchases of second-hand products;
    - iv. Purchases made by Electrolux staff (and their immediate families);
    - v. Purchases made through any online discounter (including but not limited to [shoppingsafari.com.au](http://shoppingsafari.com.au), [thebargainhunter.com.au](http://thebargainhunter.com.au) and [shopbot.com.au](http://shopbot.com.au));
    - vi. Purchases made through an unauthorised sales agent or seller; and
    - vii. Purchases made directly from Electrolux Home Products Pty Ltd.
9. The Promoter recommends that prior to purchasing a Participating Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion.
10. For every valid claim received during the Redemption Period will receive a cashback of the amount specified in the below table, depending on the combined purchase price for all Participating Products purchased by the Eligible Entrant. The Maximum cashback on the combined purchase price for all Participating Products purchased is \$500.

Cashback value	Spend
\$150	\$2,000 - \$3,999
\$300	\$4,000 - \$5,599
\$500	\$6,000 & above

11. The cashback will be awarded to the Eligible Entrant in the form of a payment via EFT transfer to a nominated bank account. The Eligible Entrant must nominate their chosen payment method when submitting their claim online.
12. This Promotion is only valid for one (1) claim per Eligible Entrant (with a maximum of one (1) claim by all Eligible Entrants collectively in any one household) in accordance with the claim requirements.
13. Eligible Entrants should allow six (6) to eight (8) weeks from the end of the Redemption Period for payment of their cashback.
14. Once the Eligible Entrant satisfies the eligibility entry requirements set out in clause 4, they must complete (and submit) the official entry form located at [www.westinghouse.com.au/promotions](http://www.westinghouse.com.au/promotions) to claim their cashback. The Eligible Entrant must include the following details on the official entry form: their first name, last name (name on entry form and receipt must be the same), contact phone number, nominated email address, EHP product model number and serial number, purchase receipt number, purchase receipt date and store of purchase. Eligible Entrant’s must purchase the Participating Products during the Promotional Period (12:00am AEDT on Saturday 1 August 2020 and closes at 11:59pm AEDT on Sunday 8 November 2020) and submit their final entry form/claim by the

end of the Redemption Period (11:59pm AEDT Tuesday 8 December 2020). No claims will be processed after this date.

15. If an Eligible Entrant is unable to provide the serial number of the Participating Product/s at the time of submitting their online claim/entry form, they MUST still submit a claim. However, the Eligible Entrant must update their serial number/s within 90 days from the end of the Promotional Period (11:59pm AEDT Friday 5 March 2021). If the Eligible Entrant does not update their serial number/s by 11:59pm AEDT Friday 5 March 2021, their claim will be deemed invalid. Those Eligible Entrants will be sent an email by the Promoter providing them with information on how to submit their serial number.
16. If an Eligible Entrant cannot access the online claim form, they may mail in their claim to “Westinghouse Kitchen Package Cashback”, PO Box XXX, Eastern Suburbs Mail Centre, NSW 2004 for validation and the mail must be received by the Promoter by the end of the Redemption Period (11:59pm AEDT on Tuesday 8 December 2020). No responsibility is accepted by the Promoter for late, lost or misdirected mail. Claims received after this date will render the claim invalid. An Eligible Entrant must include the following details with the letter:
  - i. Name (must be the same name as on the receipt)
  - ii. Contact phone number
  - iii. Email address
  - iv. Copy of purchase receipt
17. The Promoter reserves the right, at any time, to verify the validity of entries and claimants (including an entrant’s identity, age and place of residence), and reserves the right, in its sole discretion, to disqualify any claimant who the Promoter has reason to believe has breached any of these terms and conditions, tampered with the entry 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.
18. Incomplete, indecipherable or illegible claims will be deemed invalid.
19. The Promoter’s decision is final, and no correspondence will be entered into.
20. 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.
21. The claimed cashback is not transferable or exchangeable and is not redeemable at the point of purchase.
22. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the cashback.
23. Any cost associated with accessing the Promoter’s website for the purpose of making a claim is at the cost of the Eligible Entrant.

24. Use of any automated entry software, or any other mechanical or electronic means, allowing an entrant to automatically and repeatedly enter the Promotion is prohibited and will render all entries submitted by that entrant invalid.
25. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for the interruption of service that may interfere with the ability to participate in the Promotion.
26. The promoter is not responsible for any problems or 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 a claimants or any other persons mobile device or computer related to, or resulting from, participating in this Promotion or the downloading of any materials related to this Promotion.
27. If there is an event beyond the Promoter's control which causes an interruption to its processing or running of the Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written direction from a regulatory authority.
28. Caution: any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of the promotion may be a violation of criminal and civil laws. Should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any cost in connection with any breach of these terms and conditions of entry or any other legal obligation of the entrant claimant, the claimant agrees to indemnify the Promoter for those damages and costs.
29. 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.
30. The Promoter reserves the right to reclaim the cashback from any Eligible Entrant, if the relevant purchased Participating Product is returned after the claim has been processed and fulfilled (other than for warranty reasons). 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.
31. If for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any written directions from regulatory authority made under applicable state or territory legislation.
32. 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.
33. 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 discount 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; or d) any tax liability incurred by an Eligible Entrant

34. 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 for the purpose of including Eligible Entrant in the Promotion. 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). All personal information will be stored at Bamboo Marketing of 20-40 Meagher Street, Chippendale NSW 2008. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
35. LAY-BY-CLAUSE: Please note that only lay-bys that have been initiated within the promotional Period and paid in full by the end of Promotional Period (and redeemed during the Redemption Period) are eligible for the cashback.
36. PLEASE NOTE: Purchasers of Participating Products (see clause 6) models for Government and Commercial contract sales, second quality goods (T2), and auction goods are excluded from this Promotion. "Second Quality Goods" (T2) means products bearing Serial Numbers with the prefix "A", "B" or "C".