

## **“WESTINGHOUSE X MESSINA FILL YOUR FREEZER” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW, VIC, and QLD residents aged 18 years.
3. Employees (and their immediate families) of the Promoter, Participating Retailers 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 15 January 2024 and close at 11:59pm AEDT on 16 February 2024 (“**Promotional Period**”).
5. A “**Participating Retailer**” is any retailer in NSW, VIC and QLD that stocks the Eligible Products (defined below) during the Promotional Period.
6. To be eligible to enter, individuals must purchase, any Eligible Product from any Participating Retailer during the Promotional Period and obtain a purchase receipt. If a receipt is not automatically handed to the individual, it is their responsibility to request one.
7. An “**Eligible Product**” is any Westinghouse Fridge with one of the below product codes:
  8. WHE5204BC, WHE5204SC, WHE5264SC, WHE6000SB, WHE6060SB, WHE6170BB, WHE6170SB, WHE6270SB, WQE4900AA, WQE4900BA, WQE4960AA, WQE4960BA, WQE5600BA, WQE5650BA, WQE5660BA, WQE5660SA, WQE6000BB, WQE6000SB, WQE6060BB, WQE6060SB, WQE6870BA, WQE6870SA
8. To enter, individuals must then visit [westinghouse-x-messina.com](http://westinghouse-x-messina.com) or scan the QR code on the promotion point-of-sale material (**POS**), follow the prompts to the promotion entry page, input the requested details, upload a copy of a valid purchase receipt, and submit the fully completed entry form during the Promotional Period.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Product; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Only one (1) prize is permitted per person.
11. Entrants must retain a copy of their purchase receipts for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipts must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.

13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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.
14. Incomplete or indecipherable entries will be deemed invalid.
15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
16. The draw will take place at 3 Amy Close, Wyong NSW 2259 on 20 February 2024 at 11:00am AEDT in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email and phone within two (2) business days of the draw. Winners will be published online at [westinghouse-x-messina.com](https://westinghouse-x-messina.com) on 27 February 2024.
17. The Promoter's decision is final and no correspondence will be entered into.
18. The first ten (10) valid entries drawn will each win a year's worth of Messina in the form of a \$1,500 Messina gift card.
19. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. For more information, see <https://gelatomessina.com/pages/gift-cards>.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
21. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value of this promotion is \$15,000.
23. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. A draw for any unclaimed prizes may take place on 20 March 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw and their names will be published online at [westinghouse-x-messina.com](https://westinghouse-x-messina.com) on 27 March 2024.
25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting

this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

26. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**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 the promotion.
29. Except for any liability that cannot by law be excluded, 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: (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 (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use / taking of the prize.
30. 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, prize suppliers and, as required, to Australian 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 <https://www.westinghouse.com.au/support/privacy-policy/>. 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

31. The Promoter is Electrolux Home Products Pty Ltd (ABN 51 004 762 341) of 163 O'Riordan Street, Mascot NSW 2020, telephone 13 13 49.

**NSW Authority TP/00186.**