

WESTINGHOUSE – WIN A JOSEPH JOSEPH KITCHEN CHOPPING BOARD WITH KNIFE SET (“Promotion”)

TERMS AND CONDITIONS

Information on how to participate in this Promotion and prizes form part of these terms and conditions. Participation in this Promotion is deemed acceptance of these terms and conditions.

1. The Promoter is Electrolux Home Products Pty Ltd 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**”).
2. The Promotion commences at 12:00am AEST on Sunday 1st September 2019 and closes at 11.59pm AEST on Monday 30th September 2019 (“**Promotional Period**”).
3. This Promotion is only open to Australian residents 18 years or over, who have purchased a Westinghouse Product (“**Participating Product**”) and during the Promotional Period completed a consumer review of their Participating Product on the Westinghouse Australia website at www.westinghouse.com.au (“**Eligible Entrant**”).
4. Employees (and their immediate families) of the Promoter, participating Australian 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 first cousin.
5. The Promotion excludes all purchases made directly from Electrolux Home Products Pty Ltd. Participating Products must be purchased for domestic use at a residential address only. For the sake of clarity, purchases of Participating Products for Government and Commercial contract sales, second quality (T2) and auction goods or any purchases that do not meet the criteria outlined in clause 7 below are excluded from this Promotion.
6. To complete a consumer review of a Participating Product, an Eligible Entrant must:
 - a. Receive an Electronic Direct Mail (EDM) from Westinghouse, click on the link in the email or log onto the Westinghouse Australia website at www.westinghouse.com.au (“**Website**”) and go to the product page to complete a review of the Participating Product;
 - b. Click the ‘write a review’ button on the product page;
 - c. Fill out the online review form;
 - d. Submit the completed form; and
 - e. Receive a validation email from Westinghouse Australia and click to submit the validation of the review.
7. Entry into the prize draw is not limited and an Eligible Entrant can enter the Promotion multiple times, subject to the following:

- a) each Participating Product can only be reviewed once; and
- b) each entry must be submitted separately and in accordance with the entry requirements outlined in these terms and conditions.

8. There will be one (1) prize draw conducted at 11:00am AEDT on Thursday 17th October 2019 at Green Eagle, 5/9 Fitzpatrick St, Revesby NSW 2212.

9. The first 100 valid entries drawn will win a Joseph Joseph Chopping Board with Knife Set valued at \$179.95 ("**Prize**"). The maximum total Prize pool is valued at up to \$17,995.00.

10. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

11. The winners will be notified by email within two (2) business days of the draw date. Winners will be emailed at the email address provided when submitting their review and asked to validate their entry by:

- a. Providing the original proof of purchase of the Participating Product they have reviewed via return email or alternatively uploading a photo of the serial tag sticker on the Participating Product they have reviewed to the Website; and
- b. confirming their address to allow for delivery of the Prize.

12. The Prize will be dispatched to a winner within 28 days of the winner's address being provided. The winners' names will be published on the Website on Thursday 24th October 2019.

13. The Promoter reserves the right to draw additional reserve entries and record them in order, in case an invalid entry or ineligible entry is drawn.

14. A draw for an unclaimed prize may take place on 18th January 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority ("**Unclaimed Prize Draw**"). The winner of the Unclaimed Prize Draw will be notified by email within two (2) business days of the date of the Unclaimed Prize Draw. The winner's name will be published on the Website on 19th January 2020 December 2019.

15. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.

16. Eligible Entrants must retain their original purchase receipt(s) as proof of purchase. Failure to produce either the original or a copy of the purchase receipt for each entry when requested may, in the absolute discretion of the Promoter, result in invalidation of all of the Eligible Entrant's entries and forfeiture of any right to a prize, although errors and omissions may be accepted at the Promoter's discretion.

17. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
18. Any cost associated with accessing the Promoter's website for the purpose of submitting an entry is the Eligible Entrant's responsibility.
19. The Promoter makes no guarantee of 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. 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 the Eligible Entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
20. 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 directions from a relevant regulatory authority.
21. If any Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. 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.
23. 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.
24. 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 entry or prize 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 an entrant; or (f) taking of any prize.
25. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants to include Eligible Entrants in the Promotion and where appropriate award

prizes. 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 time 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 (for an indefinite period unless otherwise advised) to assist the Promoter in improving goods and services and to contact Eligible Entrants in the future with information on special offers or 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, including Prize suppliers, agents and contractors, who may also contact Eligible Entrants with special offers in this way. Each Eligible Entrant also agrees that the Promoter may publish or cause to be published the winner's name and locality in any media as required under the relevant lottery legislation and that information may be shared with the Australian regulatory authorities as required. Eligible Entrants can opt out, gain access to, update or correct any personal information by contacting the Promoter via email at support@orchard.com.au. All personal information will be stored at Orchard, Level 2/100 Harris Street Pyrmont NSW 2009. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or on the Promotion website.

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

27. 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.

ACT Permit No. TP 19/04089 NSW Permit No. LTPS/19/37584 SA Permit No. T19/1436