

## **WESTINGHOUSE COOKING TEFAL RESERVE PROMOTION**

### TERMS AND CONDITIONS

**1.**Information on the offer and how to claim the offer form 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”). No correspondence received concerning this promotion will be entered into. Please refer to the mailing address nominated on the redemption site.

**3.**The promotion commences on Friday 1<sup>st</sup> June 2018 and closes at 11.59pm AEST on Tuesday 31<sup>st</sup> July 2018 (“Promotional Period”).

**4.**This promotion is only open to Australian residents 18 years or over, who purchase a participating Westinghouse cooking product (models detailed in clause 6 below known as “Participating Products”) in a single transaction from any Australian participating authorised Westinghouse dealer’ during the Promotional Period for domestic use by that purchaser at a residential address only.

**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 1<sup>st</sup> cousin.

**6.**Participating Products are the following Westinghouse models:

- o WHI634BA
- o WHI645BA
- o WHI954BA
- o WHI644BA
- o WHI745BA
- o WHI744BA
- o WHI324BA
- o WHI944BA
- o WHG756SA
- o WHG646SA
- o WHG956SA
- o WHG955WA
- o WHG645WA
- o WHG955SA
- o WHG951SB
- o WHG645SA

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

**8.**For the purposes of these Terms and Conditions, the following definitions apply:  
'Purchase' means order placed and payment made in full for the Participating Products during the Promotional Period from an Australian participating authorised Electrolux dealer.  
'Australian participating authorised Westinghouse dealer' means only retail partners of Westinghouse (including online retail partners) approved by Electrolux Home Products;

“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 commercial or business purpose; or purchased in a business name;
- (iv) Second hand products;
- (v) Electrolux staff and the staff's immediate family purchases;
- (vi) Purchases made in conjunction with any other promotion;
- (vii) Purchases made directly from EHP Pty Ltd; and
- (viii) Purchases made through any unauthorised retailer.

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

**10.**All valid claims received in this Promotion will receive The gift of a Tefal ‘Reserve’ TriPly 5-Piece Cookware Set set valued at \$699 RRP. Each set Includes:

- 26cm titanium coated non stick Frypan
- 28cm titanium coated non stick Pot Roast pan and lid
- 28cm titanium coated non stick Wok pan
- 18cm & 20cm Saucepans and lids
  - All pans are induction cooktop compatible & oven safe
  - Wokpan, Pot Roast & Frypan feature Tefals ThermoSpot technology
  - All pans feature 18/10 stainless steel exteriors
  - All pans feature 18/10 solid stainless steel handles

**11.**One (1) claim per person (with a maximum also of one (1) claim collectively by all persons in any one household) is permitted in accordance with the claim requirements.

**12.**Claimants should allow 6-8 weeks for delivery of their gift from the end of the redemption period.

**13.**This is an online redemption only. To claim the Tefal ‘Reserve’ TriPly Set, the claimant must complete the official claim form at [www.westinghouse.com.au/promotions](http://www.westinghouse.com.au/promotions) including their first name, last name, contact phone number, complete delivery address, nominated email address, Electrolux product model numbers, and serial numbers, purchase receipt number, purchase receipt date and store of purchase.

**14.**Online claims must be received by 11:59pm AEST on Friday 31<sup>st</sup> August 2018 (end of Redemption Period). No claims will be processed after this date.

**15.**At the point of claim submission the claimant will be instructed to either scan or take a photograph of their purchase receipt and upload it for validation or select to post their purchase receipt along with a copy of their completed claim form in a stamped envelope to "Westinghouse Tefal Cookware 2018 Promotion", PO Box 606, Eastern Suburbs Mail Centre, NSW 2004. The Promoter must receive all purchase receipts no later than 14<sup>th</sup> September 2018. Purchase receipts received after this date will render the claim invalid.

**16.**If a claimant 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 claimant must provide the serial numbers to the Promoter by 31<sup>st</sup> October 2018 (within 90 days of

the end of the Promotional Period). Such claimants will be sent an email by the Promoter providing them with information on how to submit their serial number

**17.**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 online for more details.

**18.**The Promoter 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 Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**19.**If a claimant has not received their purchased item from their retailer, at time of payment, claimants are still eligible for the gift 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 claimant must however lodge a claim before the end of the redemption period.

**20.**Incomplete, indecipherable or illegible claims will be deemed invalid.

**21.**The Promoter's decision is final and no correspondence will be entered into.

**22.**The claimant 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 claimant's claim and forfeiture of any right to the gift.

**23.**The gift is not transferable or exchangeable for cash and is not redeemable at the point of purchase.

**24.**The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the gift.

**25.**Any cost associated with accessing the Promoter's website for the purpose of making a claim is the claimant's.

**26.**The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

**27.**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.

**28.**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 claimant'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.

**29.**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.

**30.** 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 this 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 costs in connection with any breach of these conditions of entry or any other legal obligation by entrant claimant, the claimant agrees to indemnify the Promoter for those losses, damages and costs.

**31.** 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.

**32.** The Promoter reserves the right to reclaim the gift from any claimant, if the initially 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 claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.

**33.** 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 a regulatory authority made under applicable State or Territory legislation.

**34.** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any provision of relevant legislation including the Competition and Consumer Act and the Australian Consumer Law in the Commonwealth, State and Territories of Australia ("Non-Excludable Guarantees").

**35.** 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 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 offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.

**36.** All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about claimants to include claimants in the promotion. If the personal information requested is not provided, the claimant may not participate in the promotion. By participating in the promotion and opting in at the point of product registration, each claimant also acknowledges that a further purpose for collection of the claimant's personal information by the Promoter is to enable the Promoter to gain a better understanding of the claimant's requirements in order for the Promoter to provide the claimant with better and more personalised information suited to the claimant's needs, including sending the claimant personalised messages about special offers and invitations. If a claimant opts in to receiving direct marketing communications, from time to time, the Promoter may use the claimant's personal information to

promote other services and products to the claimant which the Promoter considers may be of interest to the claimant. A claimant may also receive marketing communications from third parties such as the Promoter's contractors, agents, partners and suppliers. A claimant may be contacted by telephone, email, SMS, mail, social media and other digital channels. A claimant may notify the Promoter at any time that it no longer wishes to receive any of these marketing communications and opt out of receiving the same by responding via the channel in which the claimant received the marketing communication or by contacting the Promoter directly. Without limiting this clause 36, all personal information will be dealt with in accordance with the Promoter's Privacy Policy, available here: <https://www.electrolux.com.au/other/privacy/>. All personal information will be stored at The Consortium Clemenger of 1 Basalt Road, Pemulwuy, NSW 2145.

**37.**Claimants agree by submitting an entry to have their product registered with Electrolux Home Products. By registering their product this allows EHP to communicate with the customer directly when there is any update on the product they bought such as safety issues, service updates & product recalls in accordance with the Electrolux Home Products privacy policy.

**38.**LAY-BY-CLAUSE Please note that only lay-bys that have been initiated within the promotional period and paid in full by promotion end date (31<sup>st</sup> July 2018) are eligible for the gift.

**39.**PLEASE NOTE: Purchasers of Participating Products (see clause 6) models for Government and Commercial contract sales, second quality (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".