

WESTINGHOUSE DISHWASHING 2018 WIN A KIA PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter, the prize and the reward 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 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 on Monday 3rd September 2018 and closes at 11.59pm AEDST on Wednesday 31st October 2018 (“**Promotional Period**”).
4. The promotion is not held in conjunction with any other promotion. This promotion is only open to Australian residents aged 18 years or over, who purchase a participating Westinghouse Dishwasher (models detailed in clause 6 below) (“**Participating Product**”) from any Australian participating authorised Westinghouse dealer (“**Participating Retail Stores**”) during the Promotional Period for domestic use by that purchaser only at a residential address. Participating Retail Stores are any Australian participating authorised Westinghouse dealer that displays promotional material featuring this promotion.
5. Employees (and their immediate families) of the Promoter, Participating Retail Stores 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 1st cousin.
6. Promotion excludes all purchases made directly from Electrolux Home Products Pty Ltd (“**EHP**”). Participating Products must be for domestic use at a residential address only. For the sake of clarity, purchases of Participating Products for Government and Commercial contract sales, seconds quality (T2) and auction goods or any purchases that do not meet the criteria outlined in clauses 9 and 10 are excluded from this promotion.
7. Participating Products are the following Westinghouse models: WSF6606W, WSF6606X, WSF6608X
8. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period at each Participating Retail Store.
9. For the purposes of these Terms and Conditions, the following definitions apply: 'Purchase' means order placed and payment made in full for a Participating Product during the Promotional Period from an Australian Participating Retailer Store. Australian participating authorised Westinghouse dealer means only retail partners of EHP (including online retail partners) approved by EHP; “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.

10. LAY-BY-CLAUSE: Only lay-bys that have been initiated within the Promotional Period and paid in full during the Promotional Period are eligible to be entered into the draw.

11. The Promoter recommends that prior to purchasing a Participating Product the customer verifies that the retailer is authorised to participate in this Promotion by asking a staff member of the retailer.

12. Once they satisfy the eligibility requirements in clause 4, to enter, entrants must complete (and submit) the official entry form at www.westinghouse.com.au/promotions including their first name, last name, contact phone number, complete delivery address, nominated email address, Westinghouse product model number and serial number, purchase receipt number, purchase receipt date and the Participating Retail Store where their Purchase was made and upload a copy of the receipt. Final entries must be received by 11.59pm AEDST on 30th November 2018. No entries for the draw will be processed after this date.

13. Incomplete, indecipherable or illegible entries will be deemed invalid.

14. Only one (1) entry per household is permitted.

15. 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.

16. Entrants must retain their original purchase receipt(s) (or a copy) 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 entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Participating Retail Store of Purchase and that the Purchase was made during the Promotional Period but prior to entry.

17. 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.

18. The draw will take place at 11am AEDST at 1 Basalt Rd, Pemulwuy NSW 2145 on Wednesday 5 December 2018. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <http://www.westinghouse.com.au> on Monday 10 December 2018. The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.

19. The first valid entry selected will win a KIA Sportage GT-Line AWD 2.4 Petrol with **automatic** transmission ("**Prize**") valued at up to AU\$45,500 plus inclusions of 12mths registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the Prize from their nearest authorised KIA dealership.

20. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the Prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

21. Total Prize pool value is up to AU\$45,500.

22. Every valid entry received (including the winner of the Prize) will receive the reward of a Finish pack valued at \$105.99 ("**Reward**"). Each Finish prize pack includes:

- 2 x Finish Quantum Ultimate (THOR) Lemon 72s (valued at \$35 RRP each);
- 2 x Finish Dishwasher Cleaner Lemon (valued at \$7.00 RRP each);
- 2 x Finish Rinse Aid 500ml (valued at \$8.00 RRP each); and
- 1 x Finish Freshener (valued at \$5.99 each)

23. Only one (1) Reward is permitted per household. Rewards are not redeemable at the point of purchase. If an entrant is unable to provide the serial number of the Participating Product Purchased at the time of submitting the online entry form, the claim for a Reward will be accepted for consideration, however, the entrant must provide the serial number to the Promoter within 90 days from the end date of the Purchase Period. Such entrant will be sent an email by the Promoter providing them with information on how to submit their serial number.

If for any reason the winner does not take a Prize or Reward at the time stipulated by the Promoter, then the Prize or Reward will be forfeited and will not be redeemable for cash.

24. If the Prize or any Reward (or part of any Reward) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize/Reward (or that part of the

Reward) with a Prize/Reward to the equal value and/or specification, subject to any written directions from a regulatory authority.

25. The Prize and any Reward are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

26. Any cost associated with accessing the Promoter's website for the purpose of submitting an entry is the entrant's responsibility and is dependent on the Internet service provider used. 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. 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.

27. A draw for the Prize if unclaimed may take place on Monday 4th March 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified in writing within two (2) business days of the draw and their name will be published on <http://www.westinghouse.com.au> on Monday 11th March 2019.

28. The Promoter makes no guarantee for 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.

29. 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 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.

30. 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.

31. 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 and 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 Terms and Conditions or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

32. 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.

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: (a) disqualify any entrant; or (b) 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 and States 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 entry or Prize/Reward 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/Reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) taking of any Prize/Reward.

36. All entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the promotion and where appropriate award the Prize/Rewards. If the personal information requested is not provided, the entrant may not participate in the promotion. By participating in the promotion and opting in at the time of entry, each entrant also acknowledges that a further primary purpose for collection of 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 entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) 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/Reward suppliers, agents and contractors, who may also contact entrants with special offers in this way. By entering the promotion and opting in at the time of entry, each entrant agrees that the Promoter may use entrants' personal information in this manner. Each 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. Entrants can opt out, gain access to, update or correct any personal information by contacting the Promoter via

email at 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 in clause 2 or on the promotion website.

37. NSW Permit No. LTPS/18/26963; ACT Permit No. TP18/01455; SA Permit No. T18/1338.