

WESTINGHOUSE DISHWASHING 2020

TERMS AND CONDITIONS

1. Information on this promotion ("**Promotion**") and how to participate in the Promotion forms 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, 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 AEST on Tuesday 1 September 2020 and closes at 11.59pm AEST on Wednesday 30 September 2020 ("**Promotional Period**").
Redemptions will be open from 12:00am AEST on Tuesday 1 September 2020 to 5pm AEDT on Saturday 31 October 2020 ("**Redemption Period**").
4. The Promotion is not held in conjunction with any other Promotion.
5. This Promotion is only open to Australian residents aged 18 years or over, who purchase a participating Westinghouse dishwasher (models detailed in clause 7 below) from a participating Australian authorised sales agent of Westinghouse ("**Participating Retail Stores**") during the Promotional Period for the purpose of domestic use by that purchaser at a residential address ("**Eligible Entrant**"). Participating Retail Stores are any Australian participating authorised Westinghouse dealer as defined in clause 10 that displays promotional material featuring this Promotion.
6. 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 first cousin.
7. To qualify for this Promotion, an Eligible Entrant must purchase at least one of the following qualifying Electrolux dishwasher models ("**Participating Product**"): WSF6606XA, WSF6606KXA, WSF6608XA, WSF6608KXA.
8. Purchases of Participating Products for Government and Commercial contract sales, second quality goods (T2) and auction goods are excluded from this Promotion.
9. 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.
10. For the purposes of these terms and conditions, the following definitions apply:
 - a) "**Purchase**" means an order placed and payment made in full for the Participating Product during the Promotional Period from a participating Australian authorised agent of EHP.

- b) **“Participating Australian authorised sales agent of EHP”** means only retail partners of EHP (including authorised online retail partners) approved by EHP;
- c) **“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, purchases made for commercial or business purposes or purchases made in a business name;
 - iv. Purchases of second hand products;
 - v. Electrolux staff (and their immediate family) purchases;
 - vi. Purchases made in conjunction with any other promotion;
 - vii. Purchases made directly from EHP; and
 - viii. Purchases made through an unauthorised sales agent or seller.

11. To enter, Eligible Entrants must complete and submit the official entry form located at www.westinghouse.com.au/promotions. 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, complete delivery address, nominated email address, Westinghouse product model number and serial number, purchase receipt date and the Participating Retail Store where their purchase was made. Final entries must be received by 5pm AEDT on Saturday 31 October 2020.
12. If an Eligible Entrant cannot access the online form, they may mail in their claim to "Westinghouse Dishwasher Promotion 2020", PO Box 1054 Strawberry Hills, NSW 2012 for validation. All purchase receipts and claims must be received by the Promoter no later than 5.00pm on Saturday 31 October 2020. No responsibility is accepted by the Promoter for late, lost or misdirected mail. Purchase receipts 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. Contact Email Address;
 - iv. Delivery Address; and
 - v. Copy of purchase receipt.
13. If an Eligible Entrant is unable to provide the serial number of the Participating Product at the time of submitting their online claim/entry form, they may still submit a claim and those Eligible Entrants will be sent an email by the Promoter providing them with information on how to submit their serial number/s. However, the Eligible Entrant must update their serial number/s within 90 days from the end of the Promotional Period (that is, by 11:59pm AEDT Tuesday 29 December 2020). If the Eligible Entrant does not update their serial number/s by 11:59pm AEDT Tuesday 29 December 2020, their claim will be deemed invalid.

14. The first 1,000 Eligible Entrants to complete the steps outlined in clauses 11 and 12 above will each receive the reward of a Finish pack valued at \$80.00 (“**Reward**”). Each Finish Reward pack includes:
 - Two (2) x Finish Ultimate Pro Reg (valued at \$32.00 RRP each);
 - One (1)x Finish In-Wash Cleaner (valued at \$10.00 RRP each); and
 - One (1)x Finish Rinse Aid 250ml (valued at \$6.00 RRP each).
15. Incomplete, indecipherable or illegible entries will be deemed invalid. Errors and omissions may be accepted at the Promoter's discretion.
16. Only one (1) claim per person (with a maximum of one (1) claim collectively by all persons in anyone (1) household) is permitted.
17. 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.
18. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period at each Participating Retail Store. Products may vary based on stock availability. If the Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward (or that part of the Reward) with a reward of equal value and/or specification, subject to any written directions from a regulatory authority.
19. Rewards are not redeemable at the point of purchase. The Reward is not transferable or exchangeable and the Reward cannot be taken as cash, unless otherwise specified.
20. Entrants should allow four (4) to six (6) weeks to receive their Reward from the end of the Redemption Period.
21. All entries become and remain the property of the Promoter.
22. 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 reserves the right, in its sole discretion, to disqualify any Eligible Entrant whom 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.
23. Eligible 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 Eligible Entrant’s entries and forfeiture of any right to a Reward. 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.

24. Any cost associated with accessing the Promoter's website for the purpose of submitting an entry is the Eligible 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 Eligible Entrant to automatically and repeatedly enter, is prohibited and will render all entries submitted by that Eligible Entrant invalid.
25. 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.
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 an 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.
27. 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 Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those losses, damages and costs.
28. 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.
29. 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 Eligible 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.
30. 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.

31. 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 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 Reward value to that stated in these terms and conditions; (e) any tax liability incurred by an Eligible Entrant; or (f) the taking of any Reward.
32. The Promoter collects personal information about Eligible Entrants to include Eligible Entrants in the Promotion and, where appropriate, provide the Reward. 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 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 Reward suppliers, agents and contractors, who may also contact Eligible Entrants with special offers in this way. By entering the Promotion and opting in at the time of entry, each Eligible Entrant agrees that the Promoter may use the Eligible Entrants' personal information in this manner. 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 promotions@electrolux.com.au. All personal information will be stored at Bamboo Marketing, 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 at the address set out in clause 2 or on the Promotion website.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
34. This Promotion is governed by, and construed in accordance with, the laws of all states & territories in Australia and by entering the Promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of all states & territories in Australia.
35. Permit Numbers: SA Licence number T20/913

