

## Westinghouse French Door Fridge Cashback 2020

**Friday 18 December 2020 – Monday 1 February 2021**

### TERMS AND CONDITIONS

1. Information on this promotion ("**Promotion**") and how to participate in the Promotion forms part of these terms and conditions. Participating in the 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 AEDT on Friday, 18 December 2020 and closes at 11:59pm AEDT on Monday, 1 February 2021 ("**Promotional Period**"). Redemptions will be open from 12:00am AEDT Friday, 18 December 2020 to 11:59pm AEDT Monday, 1 March 2021 ("**Redemption Period**").
4. This Promotion is only open to Australian residents 18 years or over, who purchase any Westinghouse Fridge appliance in one (1) single transaction ("**Participating Product**" models detailed in clause 9 below) from a participating Australian authorised sales agent of Westinghouse during the Promotional Period for the purpose of domestic use at a residential address ("**Eligible Entrant**").
5. Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with the Promotion are ineligible to Participate in the Promotion. 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, sister, brother, step-sister, step-brother or first cousin.
6. Only Eligible Entrants whom have purchased lay-bys that have been initiated within the Promotional Period and paid in full by the end of Promotional Period (and redeemed during the Redemption Period) are eligible to participate in the Promotion.
7. Purchases of Participating Products for Government and Commercial contract sales, second quality goods (T2), and auction goods are excluded from this Promotion. T2 goods are products bearing serial numbers with the prefix "A", "B" or "C". Further, this Promotion does not apply to damaged, display or run out models.
8. For the purpose of these terms and conditions, "**purchase**" means an order placed and payment made in full for the Participating Product during the Promotional Period from a participating Australian authorised sales agent of EHP. The following definitions also apply:
  - a. "**Participating Australian authorised sales agent of EHP**" means only retail partners of EHP (including authorised online retail partners) approved by EHP;
  - b. "**Purchase**" does not include:
    - i. Orders not paid in full;
    - ii. Rental agreements less than 18 months;
    - iii. Purchases made via eBay or other online third party bidding or auction websites;
    - iv. Purchases of second-hand products;
    - v. Purchases made by Electrolux staff (and their immediate families);
    - vi. Purchases made through any online discounter (including but not limited to [shoppingsafari.com.au](http://shoppingsafari.com.au), [thebargainhunter.com.au](http://thebargainhunter.com.au) and [shopbot.com.au](http://shopbot.com.au));
    - vii. Purchases made through an unauthorised sales agent or seller; and
    - viii. Purchases made directly from EHP.

9. To participate in this Promotion, an Eligible Entrant must:
- purchase at least one (1) of the following Participating Products during the Promotional Period: **18 December 2020 and 1 February 2021**: WHE5204BC, WHE5204SC, WHE5264SC, WHE6000SB, WHE6060SB, WHE6874BA, WHE6874SA, WHE7074SA, WQE6000BA, WQE6000BB, WQE6000SB, WQE6060BB, WQE6060SB, WQE6870BA, WQE6870SA, WHE5204BB, WHE5204SB, WHE5264SB, WHE6000SA, WHE6060SA, WQE6000SA, WQE6060BA and WQE6060SA.
  - During the Redemption Period complete (and submit) the official entry form located at [www.westinghouse.com.au/promotions](http://www.westinghouse.com.au/promotions) to claim a cashback. 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, nominated email address, EHP product model number and serial number, tax invoice number, tax invoice date and store of purchase. Eligible Entrants must submit their final entry form/claim by the end of the Redemption Period. No claims will be processed after the end of the Redemption Period.
10. For every valid claim received during the Redemption Period, an Eligible Entrant will receive a cashback of the amount specified in the table below. The maximum cashback available is \$250.

Participating Product	Cashback Value
WHE5204BC	\$150
WHE5204SC	\$150
WHE5264SC	\$150
WHE6000SB	\$200
WHE6060SB	\$200
WHE6874BA	\$250
WHE6874SA	\$250
WHE7074SA	\$250
WQE6000BA	\$200
WQE6000BB	\$200
WQE6000SB	\$200
WQE6060BB	\$200
WQE6060SB	\$200
WQE6870BA	\$250
WQE6870SA	\$250
WHE5204BB	\$150
WHE5204SB	\$150
WHE5264SB	\$150
WHE6000SA	\$200
WHE6060SA	\$200
WQE6000SA	\$200
WQE6060BA	\$200
WQE6060SA	\$200

11. The cashback will be awarded to the Eligible Entrant in the form of a payment via EFT transfer to a nominated bank account. The Eligible Entrant must nominate their chosen payment method when submitting their claim online.

12. If an Eligible Entrant is unable to provide the serial number of the Participating Product/s at the time of submitting their online claim/entry form, they MUST still submit a claim. However, the Eligible Entrant must update their serial number/s within 90 days from the end of the Promotional Period. If the Eligible Entrant does not update their serial number/s by 11:59pm AEST on Sunday, 2 May 2021, their claim will be deemed invalid. Those Eligible Entrants will be sent an email by the Promoter providing them with information on how to submit their serial number.
13. The Eligible Entrant 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 Eligible Entrant's claim and forfeiture of any right to the cashback.
14. If an Eligible Entrant cannot access the online claim form, they may mail in their claim to "Westinghouse French Door Refrigerator Cashback, PO Box 1454, Strawberry Hills, NSW 2012" for validation and the mail must be received by the Promoter by the end of the Redemption Period.. 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. Email address
  - iv. Copy of tax invoice

No responsibility is accepted by the Promoter for late, lost or misdirected mail. Claims received after this date will render the claim invalid,

15. This Promotion is only valid for one (1) claim per Eligible Entrant (with a maximum of one (1) claim by all Eligible Entrants collectively in any one (1) household) in accordance with the claim requirements.
16. Eligible Entrants should allow six (6) to eight (8) weeks from the end of the Redemption Period for payment of their cashback.
17. The Promoter recommends that prior to purchasing a Participating Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period including from all participating Australian authorised sales agents of EHP.
18. The Promoter reserves the right, at any time, to verify the validity of entries and claimants (including an entrant's identity, age and place of residence), and reserves the right, in its sole discretion, to disqualify any claimant 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..
19. The Promoter reserves the right to reclaim the cashback from any Eligible Entrant, if the relevant 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 Eligible Entrant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
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 claimed cashback is not transferable or exchangeable and is not redeemable at the point of purchase.
23. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the cashback.
24. Any cost associated with accessing the Promoter's website for the purpose of making a claim is at the cost of the Eligible Entrant. Any costs or taxes arising from, or in connection with acceptance of the cashback offer is the responsibility of the Eligible Customer and not the Promoter.
25. Use of any automated entry software, or any other mechanical or electronic means, allowing an Eligible Entrant to automatically and repeatedly enter the Promotion is prohibited and will render all entries submitted by that Eligible Entrant invalid.
26. 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 the 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 damages or costs in connection with any breach of these terms and conditions of entry or any other legal obligation of the Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those damages and costs.
27. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for the 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 a claimants or any other persons mobile device or computer related to, or resulting from, participating in this Promotion or the downloading of any materials related to this Promotion.
28. 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 direction from a regulatory authority.
29. 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.
30. 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 regulatory authority made under applicable state or territory legislation.
31. 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.
32. 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 or cashback 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 an Eligible Entrant; or f) use of a cashback.

33. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants for the purpose of including the Eligible Entrant in the Promotion. If the personal information requested is not provided, the Eligible Entrants may not participate in the Promotion. By participating in the Promotion and opting in at the point of registration, each Eligible Entrant acknowledges that a further purpose for collection of the Eligible Entrant's personal information by the Promoter is to enable the Promoter to gain a better understanding of the Eligible Entrant's requirements in order for the Promoter to provide the Eligible Entrant with information about special offers and invitations. If an Eligible Entrant opts in to receiving direct marketing communications, from time to time, the Promoter may use the Eligible Entrant's personal information to promote other services and products to the Eligible Entrant. An Eligible Entrant may also receive marketing communications from third parties such as the Promoter's contractors', agents, partners and suppliers. An Eligible Entrant may be contacted by telephone, email, SMS, mail, social media or other digital channels. An Eligible Entrant may notify the Promoter at any time that he/she no longer wishes to receive any of these marketing communications and opt out of receiving the same by responding via the channel through which the Eligible Entrant received marketing communication or by contacting the Promoter directly. Eligible Entrants may also gain access to, update or correct any personal information by contacting the Promoter via email at [promotions@electrolux.com.au](mailto:promotions@electrolux.com.au). All personal information will be stored at Bamboo Marketing of 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.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
35. 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.

