

NEFF Product Review Promotion

Receive a NEFF Australia cookbook.

Friday 1st November 2019 – Tuesday 21st January 2020.

Conditions of Entry

Promotion commences Friday 1st November 2019 at 12:00am AEDT.

- Below are the **Conditions** of participation for the NEFF Product Review Promotion (**Promotion**) including eligibility, age limits, exclusions and the details of how to claim the Bonus.
- Participation in this Promotion constitutes acceptance of these Conditions.
- Bonus** means a NEFF Australia cookbook. The Bonus will not be paid by cash, cheque or electronic transfer. Winning Claimants will receive the Bonus, which will be mailed to them. **Eligible Product** means a current NEFF home appliance listed on the NEFF Home Appliances website neff.com.au. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, VIC 3168. **Promotion Period** Friday 1st November 2019 at 12:00am until Tuesday 21st January 2020 at 11:59 pm. **Claimants** means valid and unique claimants to review an Eligible Product during the Promotion Period and comply with the Conditions, in particular completion of the online form referred to below that are received, processed and accepted by the Promoter from the commencement of the Promotion Period.

- Eligibility:** To be eligible to claim the Bonus, you must:

- write your own original product review relating to an Eligible Product that you own and use at home;
- submit your product review in accordance with these Conditions;
- be aged 18 years or over and
- be an Australian resident with a residential address in Australia.
- submit your product review in accordance with the terms and conditions of leaving a review which can be found at <http://www.neff.com.au/imprint/review-terms-and-conditions>

Only one Bonus permitted per Claimant, subject to the following:

- only one claim permitted per person for one or more original product reviews relating to an Eligible Product i.e. one Bonus per Claimant; and
- each claim must be submitted in accordance with the claim requirements specified in these Conditions.

The Promoter, associated companies, participating licensees, on-sellers and their employees (and their immediate families), and their 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.

- How to Claim:** The Bonus will only be provided to the Claimants following completion of the online review form found at <http://www.neff.com.au/discover-neff/review> (**online form**) and compliance with the claim procedure (which will require claimants to leave a review of the Eligible Product on the NEFF Home Appliances website www.neff.com.au), and these Conditions. Successful claimants will be contacted via e-mail to arrange Bonus delivery. The claimant has three weeks from the time they were first contacted by the promoter to provide their correct details for the bonus. If the Promoter is unable to obtain the information within this time period, the claimant will be deemed to have forfeited the Prize with no compensation or other prize payable in lieu. To leave a review the claimant must comply with the procedures and conditions for leaving reviews on the NEFF Home Appliances website available at <http://www.neff.com.au/imprint/review-terms-and-conditions>. Winning Claimants must allow up to 30 business days from the date that the claim is validated to receive the Bonus.
- Required details:** In order to obtain the Bonus, the online review form must be completed in full as specified including providing the claimant's name and e-mail address.
- Deadline:** The Promotion is open to Claimants from Friday 1st November 2019 at 12:00am until Tuesday 21st January 2020 at 11:59 pm. Claims received after Tuesday 21st January 2020 at 11:59 pm will not be processed and no Bonus will be issued. Claims are deemed to be received at the time the Promoter receives the claimant's claim in accordance with these Conditions and not at the time of transmission or completion by the claimant. The Promoter accepts no liability for claims that are delayed, misdirected or lost in transit.
- Privacy:** The Promoter may collect personal information in order to administer the Promotion, for its own marketing purposes and for market analysis. The Promoter may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers. The Promoter will not otherwise disclose your personal information unless you have been

informed or you have consented or the Promoter is otherwise permitted or authorised to do so by law. Participation in the Promotion is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to access, update or correct information to the Promoter. The Promoter's privacy policy contains information about how you can access or correct personal information held about you or make a complaint about a privacy breach of the Australian Privacy Principles. All claims become the property of the Promoter. The Promoter's privacy policy can be found at www.neff.com.au (follow the 'Privacy' link).

9. **Verification:** 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 Conditions or who tampers with the claiming process. Errors and omissions will be accepted at the Promoter's discretion. Any misrepresentation or fraudulent information supplied by a claimant disqualifies their claim(s). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. **Discretion:** The Promoter's decision on all matters pertaining to the Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all).
11. Subject to Condition 12, the Promoter, its directors, employees, agents and contractors, and the agencies and companies associated with this Promotion (***Associated Entities***) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person, arising out of or in connection with this Promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
12. **Implied Guarantees:** Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, as well as any other non-excludable warranties under applicable consumer protection laws in the relevant States and Territories of Australia where a purchase is made (***Non-Excludable Guarantees***).
13. **Liability:** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including 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:
 - (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 a bonus to that stated in these Conditions; or
 - (e) any tax liability incurred by a claimant.
14. **Transferability:** Claims and the Bonus are not transferable, assignable or exchangeable.
15. **Modifications:** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify any claimant; or
 - (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. **Laws**

These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia
17. Subject to Condition 13, and without limiting Condition 12, the Promoter and its associated agencies and companies including the Associated Entities will not be liable for any damage in transit of the Bonus.
18. A term (or part or parts thereof) of these Conditions will not apply where the term is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.