

Kelvinator Air Conditioner Cash back + C2W a Toyota HiLux 2019 Promotion

TERMS AND CONDITIONS

1. Information on the offer and 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 (“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 Monday 1st April 2019 and closes at 11.59pm AEST on Sunday 30th June 2019 (“Promotional Period”).
4. This promotion is only open to Australian residents 18 years or over, who purchase a participating Kelvinator Air Conditioner in a single transaction (models detailed in clause 6 below known as “Participating Products”) from any participating Kelvinator Retailer and their agents (“Participating Retail Stores and their agents”) during the Promotional Period for domestic use by that purchaser at a residential address only. Participating Retail Stores are any Australian participating authorised Kelvinator dealer that displays promotional material featuring this promotion.
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 1st cousin.
6. Participating Products are the following Kelvinator models: KSV71HRH, KSD71HRH, KSV90HRH, KSD90HRH, KSV25HRH, KSD25HRH, KSV35HRH, KSD35HRH, KSV50HRH, KSD50HRH
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 Product during the Promotional Period from an Australian participating authorised Kelvinator dealer. ‘Australian participating authorised Kelvinator dealer’ means only retail partners of Kelvinator (including online retail partners and agents) approved by Kelvinator & 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 transaction; 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 Kelvinator or EHP Pty Ltd; and
 - viii. Purchases made through any unauthorised retailer.
9. The Promoter recommends that prior to purchasing Participating Product the customer verifies that the retailer is authorised to participate in this Promotion
 10. Every valid entry received will be awarded the corresponding cash back value on their purchase. cash back values are as follows:

\$200 cash back: KSV71HRH, KSD71HRH, KSD90HRH and KSV90HRH

\$100 cash back: KSV25HRH, KSD25HRH, KSV35HRH, KSD35HRH, KSV50HRH and KSD50HRH
 11. The cash back will be awarded in the form of a payment via EFT transfer to a nominated bank account or to a designated credit card only. The claimant must nominate their chosen payment method when submitting their claim online.
 12. A maximum of three (3) cash backs per person (with a maximum also of three (3) cash backs collectively by all persons in any one household) are permitted in accordance with these Terms and Conditions.
 13. Claimants should allow 6-8 weeks for payment of their cash back from the end of the redemption period.
 14. This is an online redemption only. Once they satisfy the eligibility requirements in clause 4, to claim the cash back and enter the game of skill, entrants must complete (and submit) the official claim form at www.kelvinator.com.au/promotions including their first name, last name, contact phone number, complete delivery address, nominated email address, Kelvinator product model number, and serial number, purchase receipt, purchase receipt date and store of purchase to enter and upload a copy of the receipt. At this point there is also the option to play the game of skill and answer the 25 words or less question 'in 25 words or less tell us your idea of the perfect road trip' online at the point of entry. Final entries must be received by 11.59pm AEDST on 31st July 2019. No entries for the draw will be processed after this date.
 15. Only one (1) entry per household is permitted.
 16. 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.
 17. 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 cash back or 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.

18. 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.
19. The judging of the entries will take place at 163 O’Riordan Street, Mascot NSW 2020 on Wednesday 7th August 2019 at 2pm AEST. This element of the Promotion is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question. The winner will be notified in writing within two (2) business days of the draw and their name will be published at www.kelvinator.com.au on Monday 12th August 2019 The Promoter’s decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
20. The winning entry selected will win a Toyota Hilux TGN121R Workmate Utility. Double Cab 4dr Spts Auto 6sp 4x2 1025kg 2.7i with **automatic** transmission (“**Prize**”) valued at up to AU\$32,690 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. Winner will be contacted to arrange delivery details.
21. Total Prize pool value is up to AU\$35,000.
22. 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.
23. Online claims must be received by 11:59pm AEST on Wednesday 31st July 2019 (end of Redemption Period). No claims will be processed after this date.
24. 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 "Kelvinator Air Care Cash Back 2019 Promotion", PO Box 613, Eastern Suburbs Mail Centre, NSW 2004. The Promoter must receive all purchase receipts no later than 16th August 2019. Purchase receipts received after this date will render the claim invalid.
25. Please allow appropriate postal timings to ensure receipts are received no later than close date stipulated above (18/08/19). No responsibility is accepted by the Promoter for late, lost or misdirected mail.

26. 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 within 90 days of the end of the Promotional Period (Sunday 30th June 2019). Such claimants will be sent an email by the Promoter providing them with information on how to submit their serial number
27. 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.
28. If a claimant has not received their purchased item from their retailer, at time of payment, claimants are still eligible for the cashback 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.
29. Incomplete, indecipherable or illegible claims will be deemed invalid.
30. The Promoter's decision is final and no correspondence will be entered into.
31. The claimed cashback is not transferable or exchangeable and is not redeemable at the point of purchase.
32. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the cashback.
33. Any cost associated with accessing the Promoter's website for the purpose of making a claim is the claimant's.
34. 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 the entrant invalid.
35. 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.
36. The Promoter is not responsible for any problems or technical malfunction of telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on 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.
37. 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.

38. 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.
39. 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.
40. The Promoter reserves the right to reclaim the cashback and major prize 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.
41. 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.
42. 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").
43. 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 or Prize 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 cashback or Prize.
44. 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 primary purpose for collection of claimants' personal information by the Promoter is to enable the Promoter to use

the information to assist the Promoter in improving goods and services and to contact claimants in the future with information on special offers or provide claimants 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 who may contact claimants with special offers in this way. By entering the promotion and opting in at the point of product registration, each claimant agrees that the Promoter may use claimants' personal information in this manner. Claimants can also 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 The Consortium Centre 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.

45. 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 Sunday 30th June are eligible for the cashback.
46. 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".