

## “KELVINATOR RATING AND REVIEW CAMPAIGN” PROMOTION

### PROMOTION 1 – NOVEMBER & DECEMBER MAJOR DRAW

#### 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 (“**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**”).
3. The Promotion commences at 12:01 am AEDT on 1/11/2021 and closes at 11:59pm AEDT on 31/12/2021 (“**Promotional Period**”).
4. This Promotion is open to Australian residents 18 years or over, who have:
  - a) made a purchase of any Kelvinator Product (“**Participating Product**”), subject to the exclusions set out in clause 6; and
  - b) consented to receiving marketing communications from the Promoter (“**Eligible Entrant**”).
5. Employees (and their immediate families) of the Promoter 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.
6. This Promotion excludes all purchases made directly from EHP. Participating Products must be purchased for domestic use at a residential address only. For the sake of clarity, purchases of Participating Products for Government and Commercial contract sales, second quality (T2) and auction goods are excluded from this Promotion.
7. To enter the Promotion an Eligible Entrant must complete the following steps:
  - a) After receiving an Electronic Direct Mail (“EDM”) from Kelvinator, click on the link in the email or log onto the Kelvinator Australia Website, [www.kelvinator.com.au](http://www.kelvinator.com.au) (“**Website**”) and go to the product page to complete a review of the Participating Product;
  - b) Click the ‘write a review’ button on the product page;
  - c) Fill out the online review form;
  - d) Submit the completed form; and
  - e) Receive a validation email from EHP and click to submit the validation of the review.
8. Entry into the Promotion is not limited and an Eligible Entrant can enter the Promotion multiple times, subject to the following: a) each Participating Product can only be reviewed once; and b) each entry must be submitted separately and in accordance with the entry requirements set out in these terms and conditions.
9. During the Promotional Period one (1) major draw (“**Major Draw**”) will be conducted. Entries open and close for the Major Draw on the dates/times outlined in the table below. All draws will take place at **11:00am** at Bamboo Marketing, 1.24, 90-96 Bourke

Road, Alexandria NSW 2015, on the dates outlined in the table below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners' names will be published on the Website on the dates outlined in the table below.

| Draw       | Entries Open Date/Time     | Entries Close Date/Time    | Draw Date Date/Time        | Publication Date |
|------------|----------------------------|----------------------------|----------------------------|------------------|
| Major Draw | 12:00am AEST on 01/11/2021 | 11:59pm AEDT on 31/12/2021 | 11:00am AEDT on 10/01/2022 | 12/01/2022       |

10. The first three (3) valid entries drawn in the Major Draw will each win a \$1,000 Westfield Gift Card. In the event the winner resides more than 25km from a Westfield Shopping Centre, the Promoter will award the winner a \$1,000 Pre-Paid Visa Debit Card.
11. The following five (5) valid entries drawn in the Major Draw will each win a \$100 grocery voucher of their choice from Woolworths, Coles or IGA.
12. Winners will be emailed within two (2) business days of the relevant draw using the email address provided when submitting their review and asked to validate their entry by providing the original proof of purchase of the Participating Product they have reviewed via return email or alternatively to upload a photo of the serial tag sticker on the Participating Product they have reviewed to the Website.
13. A draw for any unclaimed prizes may take place on 18/04/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within two (2) business days of the draw. Winners' names (if any) will be published on the Website on 20/04/2022.
14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem a prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
15. Eligible Entrants must retain their original purchase receipt(s) or the serial tag sticker from their Participating Product for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Entrant's entries and forfeiture of any right to a prize.
16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$3,500. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. Each valid entry has an equal probability of winning.
19. 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 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.
20. The Promoter's decision is final and no correspondence will be entered into.

21. Incomplete, indecipherable or illegible entries will be deemed invalid.
22. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
23. Any ancillary costs associated with redeeming a voucher or Gift Card are not included. Any unused balance of a voucher or Gift Card will not be awarded as cash. Redemption of a voucher or Gift Card is subject to any terms and conditions of the issuer including those specified on the voucher or Gift Card.
24. Any cost associated with accessing the promotional website 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 enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
25. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
26. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
27. 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.
28. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) 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 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 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 prize value to that stated in these terms and conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
29. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

The Promoter collects personal information about Eligible Entrants to include Eligible Entrants in the Promotion and where appropriate award prizes. 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 prize suppliers, agents and contractors, who may also contact Eligible Entrants with special offers in this way. 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 [customercare@electrolux.com](mailto:customercare@electrolux.com). All personal information will be stored by EHP at 163 O'Riordan Street, Mascot NSW 2020. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or on the Promotion website.

30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. 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.

ACT Permit No. TP21/01763