

## **TERMS & CONDITIONS OF "SCHWEIGEN IN. AUTUMN CLEARANCE SALE 2020"**

1. Information on the offer "Schweigen IN. Autumn Clearance Sale 2020" are part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Schweigen Home Appliances Pty Ltd, Unit 8, 3-4 Anzed Court, Mulgrave, Victoria 3170 (ABN 53 124 141 322) and its agents in the promotion, including their officers, employees and agents (collectively called the "Promoter").
3. The promotion commences on Monday 9<sup>th</sup> March 2020 and runs until Monday 4<sup>th</sup> May 2020 ("Promotional Period"). While stocks last.
4. This promotion is only open to Australian residents 18 years or over, who purchase a Schweigen IN Rangehood (eligible models detailed in clause 7 below known as "Participating Products") from any participating Schweigen IN. Retailer (eligible retailers detailed in clause 6 known as "Participating Retail Stores") during the Promotional Period for domestic use by that purchaser.
5. Offer will only be applied at time of purchase, not via redemption.
6. The customer may only purchase Participating Products from Participating Retail Stores as listed below:

### **Victoria:**

8 Appliances, Barke's Electrical, Berloni Appliances, Betta Electrical - John Alan, Betta Electrical - Reilly's, Betta Home Living - Craigieburn, Betta Home Living - Traralgon (Simics), Betta Wonthaggi, Burdens Dandenong South, Camberwell Electrics, Cook & Bathe, Harding's Hardware, Harvey Norman Chadstone, Harvey Norman Commercial, Harvey Norman Mildura, Harvey Norman Preston, Harvey Norman Richmond, Harvey Norman Shepparton, Jack Abell Betta Electrical, Lakes Betta Home Living, Owners Choice, Prestige Appliances Melbourne, Thomas Archer Homes, Winning Appliances - Chadstone, Winnings - Michael's Appliance Centre, Winnings Appliances - Richmond.

### **New South Wales:**

Domayne Kotara, Domayne West Gosford, Harvey Norman Albury, Harvey Norman Auburn, Harvey Norman Commercial ACT, Harvey Norman Commercial Nowra, Harvey Norman Commercial Somersby, Harvey Norman Commercial Taren Point, Harvey Norman Domayne Alexandria, Harvey Norman Domayne North Ryde, Prestige Appliances Chatswood, Weily Betta Home Living, Whitfords of Five Dock, Winning Appliances - Brookvale, Winning Appliances - Crow's Nest, Winning Appliances - Kingston, Winning Appliances - Narellan, Winning Appliances - Newcastle, Winning Appliances - Northmead, Winning Appliances - Redfern, Winning Appliances - Taren Point.

### **Queensland:**

Betta Stock s Appliances Clayfield/Ashgrove, Domayne Warrawong, Gary Thyer's Betta, Harvey Norman - Aspley, Harvey Norman - Bundall, Harvey Norman Commercial QLD, Harvey Norman Fyshwick, Harvey Norman Maroochydore, Harvey Norman Toowoomba, Harvey Norman Warrawong, Newtons Home Prestige Appliances, Thomos Rockhampton, Winnings Appliances - Indooroopilly.

### **South Australia:**

Adelaide Appliance Gallery, Harvey Norman Commercial SA, Spartan Investments.

**Western Australia:**

Electsales, Harvey Norman Busselton, Harvey Norman Cannington, Harvey Norman Joondalup, Harvey Norman Osborne Park, Harvey Norman Commercial Osborne Park, Mitchell & Brown, Retravision Albany, Winning Appliances - Myaree, Winning Appliances - O'Connor, Winning Appliances - Osborne Park.

**Tasmania:**

Begents Betta Electrical, Betta Electrical Robert Fergusson, Elite Appliances Hobart, Glasgow Engineering, Harvey Norman Commercial TAS, Harvey Norman Devonport, Harvey Norman - Launceston.

7. Participating Products in this offer include the purchase of **one** of the following Schweigen IN. Rangehood below:
  1. **GA-600S1, GA-600ST, GA-600SP**
  2. **GA-900S1, GA-900ST, GA-900SP**
  3. **WM-LIN9S1, WM-LIN9ST, WM-LIN9SP**
  4. **KLS-ALBW9S1, KLS-ALBW9ST, KLS-ALBW9SP**
  5. **KLS-ALBB9S1, KLS-ALBB9ST, KLS-ALBB9SP**
  6. **CC-SURF2SP, CC-SURF2SP2, CC-SURF2SE**
  7. **CC-INARTSP2, CC-INARTSE**
8. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period.
9. This offer strictly limits to one offer rangehood per customer/per address.
10. 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.
11. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period. The claimant may be able to pre-purchase in the event of out-of-stock Participating Products however payment and receipt of the goods must be made by **Friday 26<sup>th</sup> June 2020 5pm AESDT**.
12. 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 eligible Participating Retail Stores.
13. Must be purchased from an Authorised Schweigen IN. Dealer in Australia listed in clause 6.
14. The Promoter recommends that prior to purchasing a Participating Product the customer verifies that the retailer is authorised to participate in this Promotion.
15. The Promoter reserves the right, at any time, to verify the validity of the purchase made by the customer (including a customer's identity, age and place of residence), and the transaction made by the retailer, and to disqualify any customer and/or retailer that is not in accordance with these Terms

and Conditions or who tampers with the purchase process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

16. The Promoter's decision is final, and no correspondence will be entered into.
17. 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.
18. 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.
19. Offer only available on the purchase of new Schweigen IN. boxed models. Seconds stock and display stock purchased from Participating Stores are excluded from all promotional offers.
20. If any products purchased during the promotional period are returned for refund (other than for warranty reasons), the refund amount will apply only to the final purchase price will remain subject to the terms and conditions of the retailer's return policies. 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.
21. 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.
22. Nothing in these Terms and Conditions limits, excludes, 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").
23. 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 variation in offer value to that stated in these Terms and Conditions; (d) any tax liability incurred by a customer; or (e) use of a cashback.
24. By participating in the promotion and opting in at the point of product registration, each customer also acknowledges that a further primary purpose for collection of customers' personal information by the Promoter is to enable the Promoter to use the information to assist in improving goods and services and to contact customers in the future with information on special offers or provide customers 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. 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.
25. This offer is not valid in conjunction with any other Schweigen or Schweigen IN. offer.

26. By participating in this promotion, the customer understands that the Promoter will not hold goods for longer than 3 months past the quoted delivery period. Customers agree to accept goods or forfeit the sale including deposit.
27. Schweigen Home Delivery Service is available as an option with all qualifying purchases in this promotion. Please enquire with the Authorised Schweigen IN. Dealers listed in clause 6 for more details, and the Home Delivery Policy that applies.