

TERMS & CONDITIONS

This section sets out the Conditions for the **Schweigen \$150 Wallmount Cashback (Promotion)** and information of how to claim your cashback redemption.

1. Definitions:

- a. **Bonus** means \$150 for each Eligible Product purchased during the Promotion Period.
- b. **Eligible Product** means a Schweigen Wallmount Rangehood DS3131S, KLS-3131RS, DS3326-9S, DS3326B-9S, DS3170S, WM-EX90S, WM3150S, WM2190S purchased at any participating Schweigen reseller in Australia with an Isodrive® SP.1600 motor option, and excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions.
- c. **Ineligible Product** means any project or commercial purchases, ex display, seconds stock, scratch and dent stock or used stock.
- d. **Ineligible Purchases** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Promotion Period) and all purchases made from the Schweigen Outlet website.
- e. **Promoter** means Schweigen Pty Ltd (ABN 53 124 141 322) of 8/3-4 Anzed Court, Mulgrave VIC 3170.
- f. **Promotion Period** means the period between 26th March 2020 and close of business on 27th April 2020 (inclusive).

2. To be eligible to claim the Bonus, you must:

- a. Purchase an Eligible Product with the Isodrive® SP.1600 motor option during the Promotion Period;
- b. Pay in full during the Promotion Period;
- c. Be aged 18 years or over. Claims must be submitted and received by 27th April 2020. If an Eligible Product is purchased within the Promotion Period but is not received and in possession by the claimant, there is 2 weeks leeway to claim the Bonus ending on and inclusive of 11th May 2020.
- d. Multiple claims permitted, subject to the following:
 - Only one claim permitted per purchase of an Eligible Product i.e. one Bonus per Eligible Product; and
 - Each claim must be submitted in accordance with the claim requirements specified in these Terms & Conditions.

3. The Bonus will not be paid by cash and/or cheque. The Bonus will be paid via Electronic Funds Transfer (**EFT**) into the claimant's nominated Australian bank account within 60 days of validation of the claim subject to the claimant's completion of the online form found [here](#) and compliance with the claim procedure. Claimants will be notified via email once the claim has been processed and validated.

4. In order to obtain the Bonus, the online form must be completed in full, identifying the claimant's name, postal address, daytime contact telephone number, email address, and the purchased Eligible Product's model serial number, invoice/receipt number, the claimant's

nominated Australian bank account details, as well as name and location of the store where the purchase was made. Claims must include a copy of the original invoice which clearly shows the Eligible Product(s) purchased and paid for in full within the Promotional Period (collectively **Claim Documents**). For technical issues with the online claim, contact our Customer Service on 1300 881 693 or via promo@schweigen.com.au. Claims will not be accepted by fax or any other means.

5. All claimants must retain their original invoice which clearly shows the Eligible Product(s) purchased. Claimants may be required to provide these invoices to the Promoter for ALL claims for verification purposes. Eligible Product(s) must be purchased from an Authorised Schweigen Dealer in Australia.

6. The Promoter recommends that prior to purchasing a Participating Product the customer 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.

7. 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.

8. 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 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.

9. 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 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. 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.

10. 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”).

11. 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.

12. 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.

13. Claims are not transferable or assignable.

14. Offer only available on the purchase of new Schweigen boxed models. Seconds stock and display stock purchased from Participating Stores are excluded from all promotional offers.