

## NARTA FLOORCARE GWP PROMOTION TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Koh Australia Pty Ltd ("Koh") 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.
4. The offer commences on 01/11/2021 and all purchases must be made by 11:59pm AEDST on 21/11/2021 ("**Purchase Period**"). Redemptions will open from 01/11/2021 and close at 11:59pm AEDST on 21/12/2021. ("**Redemption Period**")
5. To be eligible to claim, individuals must purchase, and pay for in full, one (1) eligible Electrolux Stick Vacuum as listed in Annexure A ("**Eligible Stick Vacuum**"), from a Participating Retailer (as defined below) during the Purchase Period ("**Eligible Purchase**").
6. A "**Participating Retailer**" means any of the following:
  - Appliances Online
  - Betta Home Living
  - Bing Lee
  - Bi-Rite Home Appliances
  - David Jones
  - JB Hi Fi
  - Myer
  - Retravisio
  - Oakey Electrical Discount centre
  - Reilly's Home Appliances Bendigo
  - Stan Cash Superstore
  - Begents Launceston
  - David Barke Appliances
  - Stan Cash Sunshine Warehouse
7. To claim, individuals must then complete the following steps during the Redemption Period:
  - Visit [www.floorcarebonus.com.au](http://www.floorcarebonus.com.au) and follow the prompts to the promotion claim page;
  - Input the requested details (including their full name, mailing address, valid email address, mobile number, model number of the the Stick Vacuum purchased, the date the Eligible Purchase was made and the Participating Retailer) and upload a copy of the tax invoice/purchase receipt containing the Model No for the Eligible Purchase; and then
  - Submit the fully completed online claim form.

The claimant will then receive an email from the Promoter confirming that their claim has been submitted and is subject to verification. Successful claimants will then receive a second email from the Promoter confirming their claim is valid. This email will also contain a redemption code to claim their bonus gift on Koh.com.

8. Multiple claims permitted, subject to the following: (a) only one (1) claim is permitted per Eligible Purchase; (b) a maximum of three (3) claims are permitted per person; and (c) each claim must be submitted separately and in accordance with claim requirements.

9. Every valid claim received will be awarded one (1) Koh Spray Mob bundle valued at \$98.80, including:
- 1 x 4L Universal Cleaner
  - 1 x Atomiser
  - 4 x Microfibre Cloths
  - 4 x Diamond Sponges
  - 1 x Spray Mop
  - 5 x Mop Pads
10. See Annexure A for a list of Eligible Stick Vacuums. Koh Australia's website terms and condition apply when redeeming bonus gift. Bonus gift is not eligible for Koh's 30 day money back guarantee.
11. Any ancillary costs associated with redeeming the gift are not included.
12. The Promoter reserves the right, at any time, to verify the validity of claims and the claimant's details (including a claimant'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 redemption process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. 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.
13. Incomplete or indecipherable claims will be deemed invalid.
14. Claimants must retain their original purchase receipt(s) as proof of purchase and for the purposes of submitting a redemption. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claim rights and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase, that an Eligible Stick Vacuum was purchased, and that the purchase was made during the Purchase Period but prior to submitting the redemption.
15. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the individual.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If for any reason a claimant does not take/redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
18. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
19. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. If this offer 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, pandemic, 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) to modify, suspend, terminate or cancel the offer, as appropriate.
22. Any cost associated with accessing the offer website, or any other website related to the offer, is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Koh exclude 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 offer.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Koh are not responsible for and exclude 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 or Koh'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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
25. The Promoter collects personal information ("**PI**") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, reward suppliers and, as required, to Australian regulatory authorities. Submitting a claim is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.narta.com.au/privacy-policy](http://www.narta.com.au/privacy-policy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose claimant's PI entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By submitting a claim in this offer claimants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
26. The Promoter may also share PI with Koh. Koh will handle all PI in accordance with its privacy policy which can be viewed at <https://koh.com/pages/terms-conditions>.
27. The Promoter is Narta International Pty Ltd (ABN 81 003 379 486) of Suite 3.02, Level 3, 19 Harris Street, Pyrmont NSW 2009 ("**Promoter**").

## **Annexure A**

### **Eligible Stick Vacuums**

|  |           |          |
|--|-----------|----------|
| Pure Q9 Cordless Vacuum Cleaner        | PQ91-3EB  | \$399.00 |
| Pure Q9 Animal Cordless Vacuum Cleaner | PQ92-3PGF | \$499.00 |