

## Kärcher Australia Cash Back Promotion Terms & Conditions

1. The promoter of this Kärcher Cash Back Promotion (**Promotion**) is Kärcher Pty Ltd (ACN 002 721 226) of 385 Ferntree Gully Road, Mount Waverley, Victoria, 3149 (**Kärcher**). Any queries relating to submitting claims should be made in writing via email to: [cashback@au.karcher.com](mailto:cashback@au.karcher.com).
2. Information on how to participate in this Promotion forms part of these Terms and Conditions (**Terms**). Claims that do not comply with these Terms are ineligible. Internet access and a valid email account are required to claim a Cash Back. Claim forms sent via post, facsimile or any method other than email will not be accepted.
3. The promotion period is 16 September to 4 November 2019 (inclusive) (**Promotion Period**). The Promotion is open residents of Australia (other than the excluded persons set out in Clause 10), who purchase a qualifying Product as defined in Clause 11 below from an authorised Kärcher Dealer/stockist during the Promotion Period (**Participants**).
4. The Promotion is available while stocks last within the Promotion Period. Claims will not be accepted on Products purchased prior to or after the Promotion Period. No rain checks are available. This promotion is only available at selected retailers excluding Total Tools Home & Garden (from 26 September) and Bunnings Warehouse.
5. Employees of Kärcher, Kärcher Dealers/stockists and affiliated companies and agencies of Kärcher are ineligible to claim a Cash Back in this Promotion. Government Departments, Hire Companies and Direct Commercial Accounts (Key Account Holders) are eligible to claim.
6. By claiming a Cash Back, Participants agree to be bound by these Terms. Participants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Participant must read and consent to these Terms. Parents/guardians may be required by Kärcher to enter into a further agreement as evidence of consent to the minor submitting a claim in this Promotion.
7. By participating in this Promotion, authorised Kärcher Dealers/stockists accept the full Terms, and agree to provide Kärcher, upon request, details of any transaction to validate that the Products were on-sold. It is the individual Kärcher Dealers/stockist's responsibility to ensure all their staff are fully aware and abide by these conditions.
8. The Kärcher Cash Back will be issued in the form of a prepaid Visa card, and the value of that prepaid Visa card is directly referable to the cost of the Product purchased, as set out in Clause 11. Kärcher requests the details of individual redemptions and proof of sale as part of the redemption process.
9. To be eligible to claim the Cash Back, the Participant must during the Promotion Period purchase, and pay in full for, a Product in Australia from authorised Kärcher Dealers/stockists.
10. Final claims must be lodged by 11:59pm AEDST on 18 November 2019 in accordance with Clause 12. Participant(s) will forfeit claims and all rights to claim if their claim or claims are not made by this date.

11. Products eligible for the Promotion and the associated Cash Back amounts are listed in the table below. Any models not included in the Home and Garden products and Professional products tables below are not eligible for the Promotion.

<b>Categories - HOME AND GARDEN PRODUCTS</b>	<b>CASH BACK AMOUNT \$AUD</b>
<b>Category 1 - Window Vacuums</b>	
WVP 10	\$20
WV5 (NSCK model only)	\$20
WV6	\$30
WV 6 + KV 4	\$30
<b>Category 2 - Surface Cleaner</b>	
KV 4	\$10
<b>Category 3 - Steam Cleaners</b>	
SC2	\$30
SC3	\$50
SC4	\$70
SC5	\$100
SV7	\$200
<b>Category 4 - Wet &amp; Dry Vacuums</b>	
WD4	\$25
WD5	\$30
WD6P	\$50
<b>Category 5 - Floor Cleaners</b>	
FC5	\$50
FC 5 Cordless	\$100
FC 3 Cordless	\$60
<b>Category 6 - Spray Extraction</b>	
SE5.100	\$75
<b>Category 7 - Pressure Cleaners</b>	
K3 Premium Full Control Home + Car + Deck only (excludes all other K3 models)	\$50
K4 Premium Full Control	\$70
K5 Premium Full Control	\$100
K7 Premium Full Control	\$150
G3400 XH	\$100
G3600 OHT	\$150
G4000 OH	\$200

<b>Categories - PROFESSIONAL PRODUCTS</b>	<b>CASH BACK AMOUNT \$AUD</b>
<b>Category 1 - Cold Water Pressure Washers</b>	
HD 5/12 C Plus	\$100
HD 5/12 CX Plus	\$100
HD 6/15 M Plus	\$100
HD 6/15 MX Plus	\$100
HD 7/14-4 M Plus	\$150
HD 10/25-4 S	\$250
HD 10/25-4 SX Plus	\$250
<b>Category 2 - Hot Water Pressure Washers</b>	
HDS 5/10 C	\$250
HDS 5/11 U	\$200
HDS 6/14 C	\$250
HDS 8/18-4 C	\$300
HDS 7/12-4 M	\$350
HDS 10/20-4 M	\$400
HDS 12/18-4 S	\$450
HDS 13/20-4 S	\$500
<b>Category 3 - Vacuums</b>	
T 9/1 Bp	\$100
<b>Category 4 - Scrubbers</b>	
BD 43/25 Bp Classic	\$350
BR 45/22	\$400
<b>Category 5 - Steamers</b>	
SG 4/4	\$250

Second hand refurbished products or products purchased from eBay do not classify as a qualifying Product.

12. To lodge a Cash Back claim, the Participant must visit [www.karcher.com/au/cashback](http://www.karcher.com/au/cashback) and complete the official online claim form by entering their details, answering the associated questions and uploading proof of purchase receipt for their purchased Product. Claim forms sent via Post, facsimile or any other method will not be accepted.
13. Only one claim per person in the following Home and Garden categories will be accepted: Window Vacuums, Surface Cleaners, Steam Cleaners, Wet & Dry Vacuums, Floor Cleaners, Spray Extraction and Pressure Cleaners. Only one claim per person in the following Professional categories will be accepted: Cold Water Pressure Washers, Hot Water Pressure Washers, Vacuums, Scrubbers and Steamers.

14. Each Product purchased can only be used once for redeeming one Cash Back. Claims will be deemed invalid if the same receipt is used on more than one claim. Kärcher reserves the right to request that Participants making claims present proof of purchase in the form of a purchase receipt (clearly showing that a Product was purchased, store of purchase and purchase date) for all claims for Cash Back claim validation. Failure to provide proof of purchase for all claims submitted may result in invalidation of all claims at Kärcher's discretion.
15. Every valid claim received in accordance with Clause 12 will be awarded a Cash Back as outlined in Clauses 8 and 11. Any ancillary costs associated with redeeming the Visa prepaid gift card are not included. For full terms and conditions on the use of the card, including fees and charges, visit [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com). Card issued by Heritage Bank Limited ABN 32087652024 AFSL 240984 Australian Credit License 240984. Funds will be issued in Australian Dollars only.
16. Please allow for up to 60 days from the date that the claim is validated for processing. Claimants will be notified via email if any issues arise with their claim. The prepared Visa card will be posted to the Participant's nominated Australian address (as specified on the claim form).
17. Participants must activate their prepaid Visa card when they receive it by going to [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com) prior to going in store. The card will be valid for 12 months from date of issuance.
18. Participants can check their card available balance and complete transaction history at any time free of charge online at: [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com). Should the Participant wish to check their balance using the automated phone service, charges will apply and will be deducted against the card. Refer to the detailed card Terms and Conditions for charges applicable to the Visa prepaid card at [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com).
19. If a Participant claims the Cash Back offer and later returns or exchanges the Product, due to a defect in the Product, in accordance with law and the relevant Kärcher Dealer's/stockist's Terms and Conditions of sale, then the amount refunded or credited to the Participant will be the amount paid for the Product, less the Cash Back amount.
20. Kärcher reserves the right to extend the closing date of the Promotion at its discretion.
21. With the exception of ordinary Product discounts, in the form of in-store sales offered by Kärcher Dealers/stockists, the Promotion is not valid in conjunction with any other promotional offer.
22. Kärcher's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into.
23. Claims and Cash Backs are not transferable, exchangeable, redeemable for cash or assignable, unless otherwise specified by Kärcher.
24. If for any reason a Participant does not claim/redeem a Cash Back (or part of the Cash Back) by the time stipulated by Kärcher, then the Cash Back (or that part of the Cash Back) will be forfeited.

25. If the Visa prepaid gift card is unavailable, Kärcher, in its discretion, reserves the right to substitute the Visa prepaid gift card with a reward to the equal value and/or specification.
26. 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**).
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Kärcher (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:
  - a. the Promotion;
  - 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 Kärcher) due to any reason beyond the reasonable control of Kärcher;
  - d. any tax liability incurred by a Participant ; or
  - e. taking/redemption of a Cash Back.
28. Kärcher will use the information contained in the claim form to contact Participants if it has any queries regarding claims.
29. Kärcher reserves the right to verify all entries. Entries are void if illegible, forged, incomplete, indecipherable or tampered with in any way. No responsibility is accepted for late, lost or misdirected claims via the Internet. If there is a dispute as to the identity of a Participant, Kärcher reserves the right, in its sole discretion, to determine the identity of the Participant. Any cost associated with accessing the Promotion website is the responsibility of the Participant and is dependent on the Internet service provider used.
30. Kärcher reserves the right, at its sole discretion to disqualify any claimant who Kärcher has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Kärcher reserves its rights to recover damages or other compensation from such an offender. Errors and omissions may be accepted at Kärcher's discretion. Failure by Kärcher to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. To the extent permitted by law, Kärcher and its agents exclude liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any web site, or any unauthorised intervention, incorrect or insufficient supplied merchant identification parameters, or any combination thereof, which cause injury or damage to the Participant's or any other person's computer related to, or resulting from, participation or attempted participation in this Promotion.

32. If for any reason this Promotion is not capable of running as planned including: infection by computer virus, bugs, tampering, requirement of a regulatory body, unauthorised intervention, fraud, technical failures, incorrect or insufficient supplied merchant identification parameters, or any other causes beyond the reasonable control of Kärcher, which corrupt or affect the administration security, fairness integrity or proper conduct of this redemption, Kärcher reserves the right in its sole discretion to the extent permitted by law, to cancel, terminate, modify or suspend this Promotion and/or to disqualify a Participant.
  
33. Kärcher collects personal information about Participants for the purpose of including Participants in the Promotion. Unless otherwise notified by the Participant to Kärcher in writing, in providing their personal details, each Participant agrees to Kärcher using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to Kärcher disclosing such information to third parties, including but not limited to its agencies, contractors and service providers, for this purpose. If any information requested is not provided, the purchaser may not participate in this Promotion. All personal details of Participants will be stored in a database at the office of Kärcher or its agencies. Kärcher will not disclose personal information collected via this promotion overseas. Kärcher is committed to the protection of personal information. A request to access, update or correct any information should be directed to Kärcher in accordance with Kärcher's Privacy Policy. The Privacy Policy also contains details about 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. A copy of Kärcher's Privacy Policy in relation to the treatment of personal information may be obtained online at <https://www.kaercher.com/au/services/support/data-protection-policy.html>