## 2022 PANASONIC CONVECTION & COMBINATION MICROWAVE PROMOTIONAL OFFER

## **TERMS AND CONDITIONS**

- 1. Information on how to claim and details of the Bonus Product (as defined below) form part of these Terms and Conditions. Participation in the offer is deemed to constitute acceptance of these Terms and Conditions.
- 2. The offer is open to Australian residents. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim, ("Claimant"). 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.
- 3. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this offer.
- 4. The offer commences on 14/11/22 and closes for purchases at 11.59pm (AEDT) on 15/01/23 ("Purchase Period"). Claims open 14/11/22 and close at 11:59pm AEDT (for online/email claims) or last mail (for mail claims) on 06/02/2023 ("Claim Period").
- 5. The Bonus Product for eligible Panasonic Convection and Combination Microwaves consists of but is not limited to one (1) Marion Grasby Cookbook Just as Delicious ("Bonus Product").
- 6. To be eligible to submit a claim, Claimants must purchase a new Panasonic Convection Microwave model number NN-CD58JS, NN-CD87KS, NN-CF770, NN-CS89L, NN-CT56MB, NN-DS596B or Panasonic Combination Microwave NN-DS59N ("Eligible Products"), from any authorised retail outlet (either in-store or online) in Australia or redeemed through a point redemption program approved by the Promoter within the Purchase Period while stocks of Eligible Products last. Refurbished, second-hand Eligible Products or purchases made from non-approved retailers (either in-store or online) are excluded from this offer. A Claimant must have fully paid for the Eligible Product before they are eligible to submit a claim.
- 7. To claim, a Claimant must then undertake the following steps:
  - Connect to www.panasonic.com.au/marionbonus then follow the prompts to the 2022 Convection and Combination Microwave BONUS claim page.
  - Log in to their My Panasonic account (or join My Panasonic) then complete, in full, the official online claim form including uploading a legible electronic copy of their purchase receipt showing the date of purchase, the microwave model purchased and a nil or zero balance and then
  - Submit the online claim form during the Claim Period.

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.

- 8. If during the claim process the Claimant chooses to mail or email their purchase receipt after submitting their online claim, they will be given a Claim ID online. Claimants must then during the Claim Period either:
  - Write their Claim ID Number on a copy of their purchase receipt and post the copied purchase receipt in a stamped envelope to: Panasonic Microwave Promotion PO Box 7312 Warringah Mall NSW 2100; or
  - Scan a copy of their purchase receipt (with their Claim ID written on it) and email it to marionbonus@panasonicpromotion.com.au

- If a Claimant does not have access to the internet or has questions regarding the promotion, they can call 1800 023 836 for clarification or to submit a claim over the phone.
- 9. Upon submitting the online claim form in accordance with the above, and subject to receipt of a valid purchase receipt, each claim will be validated by the Promoter within 5 working days.
- 10. Under the offer, eligible Claimants can claim one (1) Bonus Product per Eligible Product purchased. Each claim must be associated with a separate purchase of an Eligible Product and each claim must be submitted separately and in accordance with the claim instructions.
- 11. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for any claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a Claimant's claim and forfeiture of any right to a Bonus Product (as outlined below). Purchase receipt(s) must clearly specify the store of purchase, the product purchased and that the purchase was made during the Purchase Period.
- 12. The Recommended Retail Value (RRP) of the Bonus Product is AUD\$60 RRP. The RRP value is provided by the supplier of the Marion Grasby Cookbook and is correct at the time of the commencement of the Promotion. Panasonic accepts no responsibility for any change in RRP value of the Bonus Product after the commencement of the Promotion.
- 13. The Bonus Product may vary based on its availability from the Marion Grasby Cookbook supplier. Panasonic reserves the right to substitute additional Bonus Products during the promotion where the Bonus Product becomes unavailable from the supplier. Any substitute Bonus Product for the Panasonic Convection and Combination Microwave promotion shall not have a Recommended Retail Price of less than AUD\$60.
- 14. Delivery of the Bonus Product will only be made to valid postal addresses within Australian states or territories.
- 15. Incomplete or illegible claim forms or Purchase Receipts will be deemed invalid. The Promoter shall not be liable for any official claim form that is late or has been lost, stolen, forged, misdirected, or damaged.
- 16. A minimum of 8 weeks should be allowed for delivery of the Bonus Product from the receipt of a valid claim including any purchase receipts sent in by mail and/or email.
- 17. The Promoter's decision is final, and no correspondence will be entered into.
- 18. 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 State 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) 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 offer.
- 19. The Bonus Product is not transferable or exchangeable and cannot be redeemed for cash.
- 20. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet service provider used. The use of any automated claim 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.
- 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, 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. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry 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.panasonic.com/au/privacy-policy. 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 entries 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 entering the promotion 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.
- 23. 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.
- 24. The Promoter reserves the right, at any time, to verify the validity of claims and Claimant's (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 claim process including but not limited to postage and handling costs 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. The Promoter assumes no responsibility for lost, misplaced, destroyed, or stolen free Bonus Products.
- 25. The Promoter is Panasonic Australia Pty Limited (ABN 83 001 592 187) of 1 Innovation Road Macquarie Park NSW 2113.