

## Westinghouse BONUS \$150 Appliances online gift card Terms and Conditions

1. Information on how to participate in the bonus gift card promotion forms part of these Terms and Conditions. Claims that do not comply with these Conditions of Entry are ineligible. By receiving a gift card, Participants agree to be bound by these Terms and Conditions.
2. The Westinghouse BONUS \$150 Appliances online gift card promotion is only open to Participants. "Participants" means residents of Australia who purchase a qualifying Westinghouse cooking product/s from Appliances Online during the promotional period. 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 & 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 promotion. product/s refers to the Westinghouse products mentioned within Clause 6. The Appliances Online gift card value is for the sole and exclusive claim as noted in Clause 5.
3. The Promoter is Appliances Online PTY LTD; ABN 19 151 833 546, of 20A Danks Street Waterloo NSW 2017. Any queries relating to submitting claims should be made in writing via email to: [support@appliancesonline.com.au](mailto:support@appliancesonline.com.au)
4. To be eligible to receive a voucher, the Participant must purchase a Westinghouse cooking product/s of or over the value of \$1000 during the promotional period, (as set out in clause 5 below) from Appliances Online. To qualify the customer must spend the set amount across the product groups listed in clause 6. Promotion available while stocks last within the period specified in clause 5 below. Claims will not be accepted on Products purchased prior to or after the promotion purchase dates, specified in clause 5. No rain checks. Offer available from 21/03/2019 until 18/04/2019 while stocks last and/or unless otherwise withdrawn or extended. Strictly while stocks last. Offer does not apply to project or commercial orders or on damaged, display, run-out models or trade stock. Offer only available for eligible Westinghouse cooking appliances.
5. Appliances Online e-gift card will be issued on products purchased and paid for in full between 21/03/2019 to 18/04/2019 inclusive. The Gift cards will be issued electronically to the email address supplied on the order. Please allow 30 days after the promotion finishes for you e-gift cards to be delivered in your inbox on the 18 May 2019 23:59 EST.

6. Eligible product include Westinghouse cooking appliances valued at \$1000 or more.

7. Strictly one claim per transaction.

8. Every valid claim received in accordance with clause 5 will be awarded a Cash Back as depicted in clause 6. The Cash Back will be issued in the form of a Appliances Online e-gift card. You are entitled to the Card value until the expiry date of the Card after which any remaining Card value will be forfeited. The expiry date is stated on the email sent to you by Appliances Online. Your Card will expire 3 years from the date of issue. Please check the Card for the exact expiry date. The issue and use of the Card is subject to the Card's Terms and Conditions. You will not be able to use your Card after the expiry date and any remaining Card value will be forfeited. You cannot use your Card to obtain cash from an Automated Teller Machine ("ATM"), Point of Sale (POS) Device, or by any other means. You will not receive a Personal Identification Number (PIN) with your Card Account. The Card itself may not be returned to any merchant for a refund, except where required by applicable law.

9. If a Participant redeems the gift card offer and later cancels their order, or returns or exchanges within 2 months the Product due to a defect in the Product, in accordance with law and Appliances Online 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.

10. With the exception of ordinary Product discounts, in the form of in-store sales offered by Appliances Online the promotion is not valid in conjunction with any other promotional offer.

11. The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into.

12. Gift cards are not transferable, exchangeable or assignable, unless otherwise specified by the Promoter.

15. If for any reason a Participant does not claim/redeem a Cash Back (or part of the Cash Back) by the time stipulated by the Promoter, then the Cash Back claim (or that part of the Cash Back) will be forfeited.

13. If the Appliances Online e-gift card is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift Card with a reward to the equal value and/or specification.

14. 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) 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 promotion.

15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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) any theft, unauthorised access or third party interference; (b) 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; (c) any tax liability incurred by a Participant; or (d) taking/redemption of a Cash Back.

16. The Promoter will use the information contained in the claim form to contact Participants if it has any queries regarding claims.

17. The Promoter 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. 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 claimant. Any cost associated with accessing the promotional website is the Participant's responsibility and is dependent on the Internet service provider used.

18. The Promoter reserves the right, at its sole discretion to disqualify any claimant who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. The Promoter reserves its rights to recover damages or other compensation from such an offender. 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.

19. To the extent permitted by law, the Promoter 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.

20. 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 the Promoter, which corrupt or affect the administration security, fairness integrity or proper conduct of this redemption, the Promoter 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.

21. The Promoter collects personal information about Participants for the purpose of including Participants in the promotion. Unless otherwise notified by the Participant to the Promoter in writing, in providing their personal details, each Participant agrees to the Promoter using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to the Promoter 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 the Promoter or its agencies. The Promoter will not disclose personal information collected via this promotion overseas. The Promoter is committed to the protection of personal information. A request to access, update or correct any information should be directed to the Promoter in accordance with the Promoter'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 the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained online at <https://www.appliancesonline.com.au/privacy-policy.aspx>