

# TERMS & CONDITIONS

This section sets out the Conditions for the **Schweigen Referral Program 2020** and information of how to claim your referral fee.

## 1. Definitions:

- a. **Referral Fee** means \$200 for each Eligible Product installed during the Programme Period.
- b. **Eligible Product** means a [Schweigen Silent Rangehood](#) with an Isodrive® motor option, and excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions.
- c. **Ineligible Product** means any project or commercial purchase, ex display, seconds stock, scratched, dented or used stock.
- d. **Ineligible Purchases** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Programme 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. **Program Period** means the period between 15 April 2020 and close of business on 31 December 2020 (inclusive).

## 2. To be eligible to claim the Referral Fee, you must:

- a. Be a professional Architect, Interior Designer, Kitchen Designer or Builder with a current place of business registered in Australia
- b. Have recommended and installed an **Eligible Product** into a project in Australia during the Program Period;
- c. Billed for such installation on your Tax Invoice during the Program Period;
- d. Submitted at least 3 clear hi-resolution photos of said installation with all other requisite details through the webform on Schweigen's website
- e. Be aged 18 years or over. Claims must be submitted and received by 31 December 2020.
- f. Multiple claims for the same Eligible Product at the same installation address is not permitted:
  - Only one claim permitted per purchase of an Eligible Product i.e. one Referral Fee per Eligible Product per Installation Address; and
  - Each claim must be submitted in accordance with the claim requirements specified in these Terms & Conditions.

3. The Referral Fee will not be paid by cash and/or cheque. The Referral Fee 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 Referral Fee, 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, installation address, 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 tax invoice from your business which clearly shows installation of the Eligible Product(s) being paid for in full within the Program 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](mailto:promo@schweigen.com.au). Claims will not be accepted by fax or any other means.

5. All claimants must retain their original tax invoice which clearly shows a line item for the installation of the Eligible Product(s). 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. If for any reason this program 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 program, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or

suspend the program, subject to any written directions from a regulatory authority made under applicable State or Territory legislation.

**7.** 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 Program, 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.

**8.** By participating in the Programme and opting in at the point of referral 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 program and opting in at the point of product registration, each claimant agrees that the Promoter may use claimants' personal information in this manner.

**9.** 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").

**10.** Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with this program 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.

**11.** Claims are not transferable or assignable.

**12.** Referral fee only available on the purchase of new Schweigen boxed models. Seconds stock and display stock purchased from Participating Stores are excluded from all program offers.