

# TERMS & CONDITIONS

This section sets out the Conditions for the **Free SteelFlex™ with Schweigen X (Promotion)**.

## 1. Definitions:

- a. **Bonus** means Schweigen SteelFlex™ Ducting - S200-2 high performance safety ducting (with a retail value of \$169) - supplied free with every purchase of an Eligible Product during the Promotion Period.
- b. **Eligible Product** means any brand-new Schweigen X internally-motored rangehood ([MSQX90](#) or [MSWX90](#)) purchased from Authorised Schweigen X resellers in Australia, and excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions.
- c. **Ineligible Product** means any project or commercial purchases, ex display, seconds stock, scratch and dent stock or used stock.
- d. **Ineligible Purchases** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Promotion Period) and all purchases made from the Schweigen Outlet Store.
- e. **Promoter** means Schweigen Pty Ltd (ABN 53 124 141 322) of 4/1-5 Lake Drive, Dingley Village, VIC 3172.
- f. **Promotion Period** means the period between **27<sup>th</sup> February 2023** and close of business on **29<sup>th</sup> May 2023 (inclusive)**.

## 2. To be eligible for the Bonus, you must:

- a. Purchase an Eligible Product from an Authorised Schweigen X reseller (Harvey Norman, Joyce Mayne and Domayne store in Australia) during the Promotion Period;
- b. Pay in full during the Promotion Period; and
- c. Be aged 18 years or over.

## 3. The Bonus will be delivered with qualifying Schweigen X rangehood deliveries.

## 4. All claimants must retain their original invoice which clearly shows the Eligible Product(s) purchased. Claimants may be required to provide these invoices to the Promoter for claims verification purposes.

## 5. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period.

## 6. If for any reason this promotion 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 promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, 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 Promotion, 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 promotion and opting in at the point of product 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 promotion 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. **If any products purchased during the promotional period are returned for refund (other than for warranty reasons), the refund amount will apply only to the final purchase price and be subject to the terms and conditions of the retailer's return policies. The purchase is also ineligible for any Bonus and if one has already been awarded, the value of it will be deducted from the refund amount. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.**
11. Employees (and their immediate families) of the Promoter, participating sales agents 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.
12. Claims are not transferable or assignable.
13. Offer is on a while stocks last basis and valid in conjunction with the **Schweigen Awesome Autumn Cashback Promotion** running from 23<sup>rd</sup> March to 1<sup>st</sup> May 2023. It is not valid with any other Schweigen promotion, discount and/or voucher unless stated otherwise.
14. The latest and definitive version of this promotion's terms & conditions is available online at <https://www.schweigen.com.au/promotions>. For any further information or assistance with this promotion, please contact the Promoter at [promo@schweigen.com.au](mailto:promo@schweigen.com.au).