TERMS & CONDITIONS

This section sets out the Conditions for the **Schweigen Holiday Special *(Promotion)*** and information of how to claim your cashback redemption.

1. **Definitions:**
    a. ***Bonus*** means a cashback for each Eligible Product purchased during the Promotion Period, based on the following tiers:
        i. $100 for an Eligible Product with a customer's purchase price between $999 and $1,999;
        ii. $300 for an Eligible Product with a customer's purchase price between $2,000 and $3,999;
        iii. $400 for an Eligible Product with a customer's purchase price between $4,000 and $4,999;
        iv. $500 for an Eligible Product with a customer's purchase price of $5,000 and above
    b. ***Customer's Purchase Price*** means the invoiced price detailed in the Authorised Schweigen Reseller's receipt to be submitted as part of the redemption claim procedure described in Clause 4.
    c. ***Eligible Product*** means any brand-new Schweigen appliance ***(including Schweigen Design, but excluding Schweigen X)*** purchased from Authorised Schweigen resellers in Australia, with a customer's purchase price of $999 and above, and excluding any Ineligible Product or Ineligible Purchases as defined in these Conditions.
    d. ***Ineligible Product*** means any ***Schweigen X appliance***, project or commercial purchase, ex display, discontinued, seconds stock, scratch and dent stock or used stock.
    e. ***Ineligible Purchases*** means any lay-bys or similar arrangements (unless initiated and paid for in full during the Promotion Period), staff purchases, and all purchases made from the Schweigen Outlet website.
    f. ***Cashback*** is structured as a discount and does not incur FBT.
    g. ***Promoter*** means Schweigen Pty Ltd (ABN 53 124 141 322) of 4/1-5 Lake Drive, Dingley Village, VIC 3172.
    h. ***Promotion Period*** means the period between **1st December 2026** and close of business on **31st January 2027** (inclusive).

2. To be eligible to claim the Bonus, you must:
    a. Purchase an Eligible Product from an authorised Schweigen reseller during the Promotion Period;
    b. Pay in full during the Promotion Period;
    c. Be aged 18 years or over. Claims must be submitted and received by **28th February 2027**.
    d. Multiple claims permitted, subject to the following:
        i. Must not be a multi-residential commercial deal/purchase;
        ii. Only one claim permitted per purchase of an Eligible Product i.e. one Bonus per Eligible Product;
        iii. No claim can be for more than 4 Eligible Products per installation address;
        iv. Duplicated claims using the same invoice details and images may be flagged as fraudulent and ignored; and
        v. Each claim must be submitted in accordance with the claim requirements specified in these Conditions.

3. The Bonus 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 completion of the promotion's online redemption at https://www.schweigen.com.au/promotions/cashback-redemption-form-2 and compliance with the claim procedure.

4. To redeem the Bonus, this redemption form must be completed in full, identifying the claimant's name, postal address, Australian contact telephone number, email address, purchased Eligible Product's model number, invoice/receipt number, nominated Australian bank account details, as well as the name and location of the Authorised Reseller where the purchase was made. *Claimants acknowledge and accept that they are solely responsible for the accuracy of the bank account details that they provide, and that the provision of incorrect bank account details may result in a processing delay or non-payment. Schweigen will be under no obligation to remake any payment in such an event.*

5. **Claims must include a legible copy of the original invoice which clearly shows the Eligible Product(s) purchased and paid for in full within the Promotional Period (collectively Claim Documents), plus a clear photo of the same purchased product installed, or the product in its packaging (with label) upon receipt of delivery.** *If images of the product are not yet available, simply attach your receipt twice and we will be in touch with you on what else we need to validate your claim. Email us when you have the necessary and we will process accordingly. There is no expiry to the validation process as long as you have fully paid for, and lodged your claim within the promo period.*

6. Claims will not be accepted by fax or any other means. Schweigen reserves the right to disqualify all incomplete or late redemptions.

7. Claimants with a *Bonus Cashback Code* from Schweigen that applies in conjunction with this promotion may provide this within the relevant field on the online form. Please leave blank otherwise.

8. 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 ALL claims for verification purposes. Eligible Product(s) must be purchased from an Authorised Schweigen reseller in Australia.

9. **The Promoter recommends that prior to purchasing a Participating Product the customer verifies that the retailer is authorised to participate in this Promotion.**

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

11. 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.

12. 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.

13. 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.

14. 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").

15. **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 cashback claim and if one has already been awarded, 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**.

16. 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.

17. Claims are not transferable or assignable.

18. Offer is on a while stocks last basis. It is not valid with any other Schweigen promotion, discount and/or voucher unless stated otherwise, and only available on the purchase of new Schweigen boxed models. Seconds stock, box-damaged and display stock purchased from Authorised Schweigen Resellers or the Schweigen Outlet Store are excluded from this promotion.

19. 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.