TERMS & CONDITIONS

X Factor Sale

Participation in the X Factor Sale (Promotion) constitutes acceptance of these Terms & Conditions.

1. Promoter
The Promoter is Schweigen Pty Ltd (ABN 53 124 141 322) of 4/1-5 Lake Drive, Dingley Village, VIC 3172, Australia.

2. Promotion Period
The Promotion commences on **1 December 2026** and concludes at **11:59 pm AEDT on 31 January 2027**, inclusive (Promotion Period).

3. Eligibility

a. The Promotion applies to **brand-new, boxed Schweigen X rangehoods purchased from Harvey Norman in Australia** (Eligible Products).
b. The following products and purchases are excluded:
    - Ex-display, discontinued, seconds, scratch-and-dent or previously used products.
    - Project and commercial purchases.
    - Purchases made by employees of the Promoter, participating sales agents or agencies associated with the Promotion, and their immediate families.
    - Purchases made through the Schweigen Outlet website.
    - Lay-bys or similar deferred-payment arrangements, unless initiated and paid in full during the Promotion Period.
c. The Promotion is limited to two Eligible Products per customer per residential address.

4. Promotional Offer

a. Promotional pricing applies at the point of purchase and does not require cashback claims, product registration or subsequent redemption.
b. To qualify, customers must place their order and pay the full purchase price during the Promotion Period.
c. The Promotion cannot be combined with any other Schweigen promotion, discount or voucher unless expressly stated otherwise.

5. Product Availability

a. The Promotion is subject to product availability, and the Promoter does not guarantee that all Eligible Products will remain available throughout the Promotion Period.
b. Where an Eligible Product is temporarily unavailable, customers may place a backorder during the Promotion Period, subject to acceptance by the participating retailer and availability of future stock.
c. Accepted backorders will qualify for promotional pricing provided the requirements of clause 4b above are satisfied.
d. Where an accepted backorder cannot be fulfilled, the customer will be entitled to a refund or other remedy in accordance with Australian Consumer Law.

6. **Returns and Refunds**
    a. Returns and refunds are subject to the participating retailer's applicable returns policy and customers' rights under Australian Consumer Law.
    b. Where a customer is entitled to a refund, the refund amount will be determined in accordance with applicable law, taking into account the actual purchase price paid.
    c. Nothing in these Terms & Conditions limits or excludes any consumer guarantee, warranty right or other remedy available under Australian Consumer Law.

7. **Verification and Misuse**

The Promoter reserves the right to verify compliance with these Terms & Conditions and may refuse promotional benefits where a purchase is found to be ineligible, fraudulent or otherwise in breach of these conditions, to the extent permitted by law.

8. **Changes to the Promotion**

If circumstances beyond the Promoter's reasonable control prevent the Promotion from operating as intended, the Promoter may modify, suspend or cancel the Promotion, subject to applicable laws and regulatory requirements. Any such action will not affect customers' existing statutory rights or rights arising from eligible purchases already completed.

9. **Liability and Consumer Rights**

Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, including those under the Competition and Consumer Act 2010 and the Australian Consumer Law. To the extent permitted by law, the Promoter is not responsible for losses arising from circumstances beyond its reasonable control in connection with the Promotion.

10. **Privacy**

Any personal information collected in connection with the Promotion will be handled in accordance with applicable privacy laws and the Promoter's Privacy Policy. Customers will only receive promotional or marketing communications from the Promoter where permitted by applicable law.

11. **General Conditions**
    a. The Promoter's decisions regarding the administration of the Promotion are final, subject to applicable laws and customers' statutory rights.
    b. Failure by the Promoter to enforce any provision of these Terms & Conditions does not constitute a waiver of its rights.

12. **Further Information**
    a. The Terms & Conditions applicable to this Promotion are available at https://www.schweigen.com.au/promotions.
    b. For further information or assistance regarding the Promotion, please contact the Promoter at promo@schweigen.com.au.