

Diablo - Tax Time 2022 Promotion Terms & Conditions ("Conditions of Claim")

Schedule													
Promotion:	Diablo - Tax Time 2022 Promotion												
Promoter:	Robert Bosch (Australia) Proprietary Limited ABN 48 004 315 628, 1555 Centre Road, Clayton, VIC 3168, Australia. Ph: 1300 30 70 37												
Promotional Period:	Start date: 01/05/21 at 12:01 am AEST End date: 11:59 pm AEST 24/07/22 (for purchases) and 07/08/22 (for online claim submission), or once all 10,000 gifts available are exhausted												
Eligible claimants:	Claims are only open to Australian residents who are 18 years and over.												
How to Claim:	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <p>a) purchase any eligible Diablo product (see Annexure A below for full list) in one (1) transaction ("Qualifying Transaction") from a participating Bunnings Warehouse store within Australia that displays promotional material advertising this promotion or online at www.bunnings.com.au (each a "Participating Venue");</p> <p>b) visit www.diablopromotions.com.au, and fully complete and submit the claim form as prompted with their personal details (first name, last name, date of birth, email address, phone number, mobile number, full address and State/Territory of residence), upload a photo or scanned copy of their purchase receipt for the Qualifying Transaction.</p> <p>It is the claimant's responsibility to ensure that they receive a purchase receipt at the time of making their Qualifying Transaction if such material is not automatically provided to them.</p> <p>In the event that the claimant is unable to provide a clear scanned copy/photo of the purchase receipt for the Qualifying Transaction with their claim form, the Promoter may in its absolute discretion, deem the claim invalid and forfeit the claimant's right to any gift. The photo/scanned copy of the receipt submitted must clearly specify the store of purchase as a Participating Venue, that the purchase requirement was met and that the purchase was made during the Promotional Period and prior to submitting a claim.</p> <p>Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is an original or copy of the receipt for the Qualifying Transaction.</p> <p>Only the first ten thousand (10,000) valid claims receive will obtain the gift outlined below.</p>												
Claims permitted:	Limit one (1) claim permitted per person. Maximum one (1) claim permitted per Qualifying Transaction.												
Total Gift Pool:	AUD \$32.95												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Gift Description</th> <th style="text-align: center;">Number of this gift</th> <th style="text-align: center;">Value (per gift)</th> <th style="text-align: center;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The gift is a Diablo Gift Pack consisting of a 9" Carbide General purpose, a Diablo Building Pencil and a Diablo branded stubby holder.</td> <td align="center">10,000</td> <td align="center">AUD\$32.95</td> <td align="center">Gift with Purchase</td> </tr> <tr> <td colspan="4">The gift will be delivered by mail.</td> </tr> </tbody> </table>		Gift Description	Number of this gift	Value (per gift)	Winning Method	The gift is a Diablo Gift Pack consisting of a 9" Carbide General purpose, a Diablo Building Pencil and a Diablo branded stubby holder.	10,000	AUD\$32.95	Gift with Purchase	The gift will be delivered by mail.			
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- The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.

4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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.
5. Claimants must keep their proof of purchase specified in the How to Claim section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as a Participating Venue; (b) the required product/s or service/s to be purchased to claim the gift; and (c) that the purchase was made during the Promotional Period and prior to claim form submission. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or a Participating Venue.
6. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. 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.
9. If for any reason a claimant does not take a gift at/by the time stipulated by the Promoter, then the gift will be forfeited.
10. If a gift (or part of the gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift to the equal value and/or specification.
11. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the claimant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.bosch.com.au/privacy-policy/. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a gift in the Promotion. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
12. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
13. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of pandemic, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.
15. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
16. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
19. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Annexure A - Eligible Diablo Products

3pc Nail Killer Auger Set (2608F03260)
3pc Spade bit Set (2608F03231)
9pc Spade bit Set (2608F03234)
Demo Demon Circular Saw blade (2608642395)