

BISSELLMAS Wishlist Giveaway 2020 | Terms & Conditions

Information on how to enter forms part of the terms of entry.

Entry into the competition is deemed acceptance of these terms and conditions.

1. The Promoter is BISSELL (Australia) Pty Ltd (ABN 29 125 769 422) of 42 Rocco Drive, Scoresby, VIC 3179 ("BISSELL Australia").
2. Entry is only open to Australian residents who are registered members of Instagram/Facebook. Entry is not open to employees of BISSELL Australia or affiliated companies, agents, wholesalers or retailers or the immediate families of such employees or those living in the same household of such employees.
3. The competition commences on Tuesday 01 December 2020 at 7pm AEDT and concludes on Sunday 06 December 2020 at 11.59pm AEDT ("Promotional Period").
4. To enter, participants must, during the Promotional Period:

Instagram entry:

- (1) Follow BISSELL Australia's Instagram account (@bissellaustralia) ("Answer")
- (2) LIKE the competition post ("Answer")
- (3) TAG 2 x friends on the post ("Answer")
- (4) Complete their entry by heading to the link in Bissell Australia's Instagram bio & filling out form details as required. ("Answer")

Entrants must act in accordance with Instagram's requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>.

5. Participants under the age of 18 must obtain prior permission of a parent or legal guardian to enter and the parent or legal guardian may be required to verify the granting of consent and/or sign a release at the discretion of the Promoter. Failure of a participant's parent or legal guardian to verify consent and/or sign a release if requested will invalidate all of the participant's entries.
6. One entry permitted per person.
7. The Promoter reserves the right to verify the validity of entries and participants (including a participant's identity and address) and to disqualify any participant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process or who submits an entry that the Promoter, in its sole

discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8. Each work submitted as an entry or part of an entry ("Work") becomes the property of the Promoter. Work(s) will not be returned to any participant. As a condition of entry, each participant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of the participant's moral rights. For the avoidance of doubt, the Promoter may use all or any part of a participant's Work(s) for any purposes at its discretion, including, without limitation, using the participant's Work(s) for promotional, marketing or publicity purposes, whether in respect of this promotion, the Promoter, or otherwise. Each participant warrants that all details provided in their entry are true and correct and that the entry is their own original creation and work, and does not infringe the rights (including copyrights) of any other person. A breach of the warranty set out in this condition will result in the participant's entry being invalid. Each participant agrees to indemnify the Promoter in relation to all loss, damage or costs incurred by the Promoter resulting from the participant's breach of warranty.

9. The Promoter accepts no responsibility for late, lost or misdirected entries not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

10. One BISSELL machine from the range will be awarded as the prize (valued at a maximum of \$700 (AUD). Total prize pool value, \$700.00 (AUD). Prize value is based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date

11. Each valid entry will be individually judged on the basis of the creativity and uniqueness of the Answer. The prize winner will be the participant who provides the best entry in the opinion and sole discretion of the Promoter's panel of judges. This is a game of skill and chance plays no part in the determination of the winner. Judging will take place on Tuesday 08 December 2020 at BISSELL Australia head office, 42 Rocco Drive Scoresby VIC 3179.

12. The winner will be notified immediately after the judging and will be notified via email.

13. The Promoter's decision is final and Promoter will not respond to correspondence from participants about its decision. The prize is not transferrable or

exchangeable and is not redeemable for cash. All entries become the property of the Promoter.

14. If for any reason whatsoever the winner does not claim the prize by the time stipulated by the Promoter, then the prize will be forfeited by the prize winner and cash will not be awarded in lieu.

15. Should a participant's contact details change during the Promotional Period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

16. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.

17. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute a prize of equal or greater value, unless to do so would be prohibited by law.

18. Once a prize has left the Promoter's premises, the Promoter takes no responsibility for damage, delay or loss in transit.

19. Any costs incurred by a participant in submitting an entry or otherwise participating in this promotion are the participant's sole responsibility. Liability for any tax on any benefits provided to participant will be the participant's responsibility.

20. If this promotion is interfered or tampered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to: (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the promotion, as appropriate.

21. By accepting the prize the winner agrees to participate in and cooperate as required with all reasonable media editorial requests relating to the prize, including but not limited to, be interviewed and photographed, and/or filmed. The winner grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including without limitation, copyright) in and to any material created pursuant to the winner's participation in editorial activities and consents to the Promoter doing (or omitting to do) any acts which may otherwise constitute an infringement of the participant's moral rights. The winner acknowledges that the Promoter is free to use this material and to exercise its rights in relation thereto, and the winner will not be entitled to any fee for such use.

22. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorised access to, or alteration of, the promotion. The

Promoter is not responsible for any problems or technical malfunction of any telephone, network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participant's or another person's computer related to or resulting from participation in or down-loading any material in this promotion

23. The Promoter collects the participant's personal information so that the participant can participate in this promotion. If the information requested is not provided, the participant may not participate in this promotion. The Promoter may use this information to conduct the promotion and may disclose it to organisations that provide it with administrative services in this regard. By submitting an entry, the participant consents to the Promoter's use and disclosure of the participant's personal information to BISSELL Australia in accordance with our Privacy Policy. The Promoter is bound by the Australian Privacy Principles under the *Privacy Act 1988*. All personal information will be stored at the office of the Promoter. The participant is entitled to access, update or correct this information. Any request to do so should be directed to the Promoter at its address set out above.

24. The laws of Victoria apply to this competition to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Victoria.

25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Promoter excludes from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of this competition, including, without limitation, 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 tax implications; and/or (e) the prize or use of the prize.

26. The Promoter is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Participants are providing information to BISSELL Australia and not to Instagram or Facebook. By entering, participants are

fully releasing Instagram & Facebook from any and all claims that may be asserted against Instagram or Facebook in connect with this promotion. The information that participants provide will only be used for the purposes as disclosed in the above terms and conditions.