

TERMS AND CONDITIONS FOR THE SIEMENS DISHWASHER | FINISH, 60 (SIXTY) DAY MONEY BACK GUARENTEE PROMOTION

Please read this Promotion terms and conditions (“Terms and Conditions”) carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions, which is limited to the purchase of any Bosch dishwasher, during the promotional period. If you do not agree with these Terms and Conditions, please do not participate in this Promotion. This Promotion is only available while Stock lasts. Please refer to this website for the current Terms and Conditions for this Promotion: <https://www.siemenspromo.co.za/>

All participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

1. Promotion:

1.1. Siemens Finish 60 (sixty) day money back guarantee (“the Promotion”).

- 1.2. The Promotion is managed by BSH Home appliances (“the Promoter”), Registration number: 1985/05742/07 and/or its agencies, business entities and selected retailers (“Organiser”), in partnership with Reckitt Benckiser, Registration number: 1943/016101/07 (“Partner”)
- 1.3. The Promotion (“promotional period”) will run from **9th April 2024 [00:00]** to **8th July 2024 [23:59]** on purchases made against Siemens dishwashers described in clause 2.2. and receive a free Finish pack of Finish Quantum 50’s dishwashing tablets. The Promotion Period and registration periods may be extended or curtailed at the discretion of the Organiser.

2. Promotional Offer:

2.1. The promoter guarantees to the consumer, subject to these terms and conditions that, in the event that the consumer has purchased an original Siemens dishwasher as set out in clause 2.2, from selected retailers mentioned in the addendum, within the Republic of South Africa, and the consumer is not completely satisfied with their purchase of the dishwasher, which constitutes such as not convenient; not satisfactory cleaning results; and/or manufacturing fault, then the consumer will be entitled to return the purchased dishwasher within a period of 60 (sixty) day, from the date of purchase, to the original retailer of purchase, provided that the consumer has:

2.1a retained the original proof of purchase and / or receipt, indicating the date, price and place of purchase in respect of the dishwasher purchased; and

2.1b within 21 (twenty one) days (“registration period”) of the purchase of the selected dishwasher, registered the product with BSH Home appliances, by following the promotional registration process via the Whatsapp line provided in clause 4, with verifiable details such as purchase information (date, price and retailer), product serial number, model number and consumer contact details.

2.2. The Promotion will run during the promotional period on purchases made against Bosch dishwashers with the following model codes:

Dishwashers Freestanding and Built-in

SN27Z104CZ	IQ700, Dishwasher, Silver inox, 14 place settings
SN27ZW03CZ	IQ700, Dishwasher, White, 14 place settings
SN25EC02MZ	IQ500, Dishwasher, Black steel, 13 place settings, Home Connect
SN25EI02CZ	IQ500, Dishwasher, Silver inox, 13 Place settings
SN73HX01CZ	IQ300, Dishwasher, Integrated, 14 Place settings

2.5. The consumer will also receive a free Finish sample pack of 50's Quantum with the purchase of the selected dishwasher, either at point of purchase at a retail store; or will be added to cart, on check, out for online purchases.

2.4. The promotional offer does not automatically register the purchased dishwasher for the standard 3 (three) year manufacturer warranty. To register for the 3 (three) year manufacturer warranty, the participant can follow the instructions and prompts on <https://www.siemens-home.bsh-group.com/za/customer-service/warranty>

3. Who may register?

3.1. Where the participant is a natural person, that participant must:

- (a) Be a citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
- (b) Be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
- (c) Be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
- (d) Be in the possession of a valid South African identity.
- (e) Participation in this promotion does not include the Organiser, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services, **if they personally purchased the above dishwasher for their own personal use**. Proof of purchase will be verified at the Promoter's discretion.

3.2. Where the participant is a business (which for the purposes of these Terms and Conditions shall include a Trust), that participant must:

- (a) Be duly registered and incorporated or otherwise lawfully established in the Republic of South Africa and not restricted in terms of its constitutional documents from participating in the Promotion, with a domicilium address situated within the Republic of South Africa;
- (b) Be represented by a duly authorized individual (the "Representative") who currently resides in the Republic of South Africa at the date of the commencement of the Promotion Period,
- (c) The Representative must be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

3.3. Misrepresentation of participants or in store sales representatives will result in the disqualification of the claim and possible legal action.

4. How to register for the promotion:

4.1. To register for the 60 (sixty) day money back guarantee, the participant must follow the following steps and/ or instructions, **within 21 (twenty one) days from date of purchase**:

Step 1: Purchase a valid dishwasher as per clause 2.2 at the participating retail store as stated on the addendum, within the Republic of South Africa during the promotional period.

Step 2: Retain proof of purchase.

Step 3: Register the dishwasher purchase by either:

- a) Scanning the QR code on the promotional point of sale in the retail store, which directs the consumer to a Whatsapp line (+27) 87 240 7072 to follow the prompts, accept terms and conditions to continue, or;
- b) Whatsapp **“60 day”** to the number (+27) 87 240 7072, follow the prompts, accept terms and conditions to continue;

Step 4: Upload the proof of purchase of their purchase.

Step 5: Make sure the proof of purchase clearly includes the date, price and place of purchase and product model number.

Step 6: Upon submitting the online form, the participant will receive a message confirming their submission, and that the registration was successful.

4.2. Participants who encounter any technical issues when registering can contact the Organizer for assistance by telephone at the following telephone number: +27 (0) 11 265 7800, or use the Whatsapp number (+27) 87 240 7072 and follow the prompts for assistance.

4.3. The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.

4.4. Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

4.5. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.

4.6. The product can only be registered through the Whatsapp line, and may not be registered in any other form such as email or telephonic.

5. How to claim the 60 (sixty) day guarantee:

5.1. The participant would have to have registered for the 60 (sixty) day guarantee as set out in clause 4, and retained the original proof of purchase.

5.2. Within a period of 60 (sixty) days, from date of purchase, claim the offer as set out in clause 2, follow these steps and / or instructions:

- I. The participant must ensure the disconnection of any water and electricity supply, who will be liable for the cost and management of its own product return.
- II. Return the original dishwasher purchased, to the place of purchase, and follow the selected retailer's returns policy, which can be found on the retailer's website and / or proof of purchase. The returned dishwasher must be free of wear and tear, scratches and/or dents and in good working condition.

- III. All user manuals and accessories sold as part of the product must be included with the returned dishwasher.
- IV. The selected retailer will process a return and / or refund according to their returns policy. The refund amount will be the original purchase price, shown on the valid proof of purchase. No additional costs such as technicians, labour, parts and delivery fees will be covered by the refund and / or return. The return and / or refund will be processed according to the method and timelines stipulated by the selected retailers returns policy and procedure.
- V. Once the participant's product return is finalized at the selected retailer, the selected retailer will contact a BSH Home appliances representative to notify, review and access the claim against the product returned. The selected retailer will follow the normal returns procedure, as set out according to the selected retailer's trade agreement with BSH Home appliances, provided that:
 - a) The original product return is at the selected retailers returns premises; and
 - b) These terms and conditions have been followed and that all documentation, pertaining to the consumer return and / or refund is provided.

5.3. The organiser and its partners, retailers, agencies or entities, will not be responsible for any additional cost associated with the product return and / or refund, such as technicians, installation, parts, labour and delivery fees. Additional costs incurred will be the responsibility and liability of the participant and purchaser of the dishwasher.

5.4. The product return assessment will be verified at the Promoter's discretion.

6. Limitation of Liability:

6.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:

(a) The participant hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participant's entrance to the Promotion. Any technical difficulties or equipment malfunction or failure. Any tax liability incurred by participant. Any claim that is late, lost, altered, damaged or misdirected due to any reason beyond reasonable control of the promoter.

(b) The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

(c) All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. The participant bares the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The participant understands and agrees to indemnify the Organiser from all liability arising from whatsoever nature.

7. General:

7.1. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Promotion will be disclosed or used by the Organiser for any purposes other than for entry into the Promotion and in accordance with clause (g) below.

7.2. The participant is bound by the Siemens promotion terms and conditions. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organisers decision shall be final.

7.3. Participants acknowledge and accept that the Organiser shall utilise a third party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third party agent.

7.4. Details of participants will not be used by the Organiser for Siemens related communication should the participants opt-out to receive further communication from the Organiser.

7.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.

7.6. The Organiser may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organiser's website <http://www.siemenspromo.co.za/>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.

7.7. The Organiser reserves the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Organiser's discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.8. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

7.9. Save as permitted by law, the Organiser reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website http://www.siemenspromo.co.za. Liability shall lie against the Organiser in favour of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.

7.10. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

7.11. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of South Africa.

7.12. The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed return and / or refund.

7.13. By participating in the Promotion, the participants agree that the Organizer and its affiliates may contact the participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Organizer for such purpose. The Organizer may also use the personal data collected from the participants and that such use may include transfers to the Organizer's affiliates and third party service providers in any country. Further, the participants personal data collected shall be shared, processed and transferred between the Promoter and the Partner to deliver communications. Details of participants will not be used by the Organizer for Bosch brand related communication, nor by the Partner, should the participants opt-out to receive further communication from the Organizer, Promoter and Partner. Without derogating from the foregoing, the participants and the Representatives (where applicable) specifically consent to the collection and processing of their details and information by the Organizer and their affiliates for the purposes of the Promotion.

7.14. The Organizer may require the participant to be identified and photographed. Photographs may be published in printed media, or the participant may be required to appear on radio and television when accepting their Offer and/or after having received their Offer. The participant will be given the opportunity to decline to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.

7.15. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

7.16. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

(a) It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible; and

(b) It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

8. Consumer Protection Act:

8.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

Addendum: Selected Participating stores (Republic of South Africa)

A&E Hyperworld
Artic - Welkom
Bargains
Bawas Ladysmith
Bawas Newcastle:
Bawas PMB
Berg Meubels Aliwal North
Bergzicht Meubels
Blomeyers
BMC/ Diamond Corner Vaal
Burger Meubels
Claremont Home Appliances
CLR
Diamond Corner Woodmead
Digital experience
DUPS
Gani's
Giovision
Handy House
Hirsch's Homestores
Ismail's
Kara Bazaars Klerksdorp
Kathu Meubels
Kloppers Nationwide
Lategan v Biljoen
Luckys Manaba
Makro Nationwide
Margate Furnishers
Masons
Mattress Hyper Uppington
MCGHOORS
Meterlerkamps
Metro Menlyn
Metro PTA CBD
Modern Electric
Modern Living
Multi-Appliances Port Shepstone
Multi-Appliances Springfield

NC Mattress Hyper & Appliances
New Home
Parsons
Rafi's
Rama's
Save Cash & Carry
Simplex Radio
Solly Badats
Sollys Rustenburg
Stax Nationwide
Tafelberg Furnishers Nationwide
Takealot
Third Generation
Top Meubels
Vispa Meubels Upington
Wakefords