



## TERMS AND CONDITIONS

**Please read this document carefully. It contains important information about your rights and obligations, as well as limitations and exclusions, which may apply to you.**

1. The Promoter is BISSELL (Australia) Pty Ltd (ABN 29 125 769 422) of 42 Rocco Drive, Scoresby, VICTORIA AUSTRALIA 3179.
2. Subject to these Terms and Conditions, the BISSELL BarkBath Tool Bonus Offer gives consumers the opportunity to receive a BISSELL BarkBath Tool (1842) from the Promoter with a purchase of a SpotClean (36984, 4720P, 4720K) (see clauses 3 and 4) from any participating Australian retail outlet between the 10 July 2019 and 31 August 2019 while stocks last ("the Offer Period"). The BISSELL BarkBath Tool Bonus Offer is only available to household retail customers and not available to business or commercial buyers.
3. The eligible BISSELL purchase for this BISSELL BarkBath Tool Bonus Offer is the BISSELL product purchase of a SpotClean (36984, 4720P, 4720K) from any participating Australian retail outlet ("the Eligible Product"). There will be a charge of \$19.95 per redemption for postage and handling. Trade seconds, damaged carton and display models of SpotClean will not qualify for this offer.
4. To claim the BISSELL BarkBath Tool Bonus Offer, claimants must complete and submit a Claim Form either online or by post within two weeks of the date of purchase, including providing the claimant's correct full name, street address, email, contact number, product purchased, date of purchase, retailer from which the Eligible Purchase was made, and invoice/receipt number. A Claim Form can be completed by completing the claimant's details on [www.bissell.com.au/redemption](http://www.bissell.com.au/redemption). A legible copy of the tax invoice for the purchase of the Eligible Product must be scanned and submitted online at the time this Claim Form is submitted. A printed Claim Form can also be completed. Completed printed Claim Forms must be mailed to BISSELL Promotions, 42 Rocco Drive, Scoresby, VICTORIA AUSTRALIA 3179, along with a legible copy of the tax invoice from the store. Claim Forms can be obtained online at [www.bissell.com.au/redemption](http://www.bissell.com.au/redemption). Completed Claim Forms must be received by BISSELL Australia within two weeks of the date of purchase and within the promotional period.
5. Valid claimants will be contacted once their redemption has been submitted and approved to provide their payment details for the one off payment of \$19.95 per redemption for postage and handling.
6. Valid claims will receive the BISSELL BarkBath Tool Bonus in the form of one BarkBath Tool (1842) AU RRP \$129.00 each ("Gift").
7. Completed Claim Forms must be received by the Promoter within two weeks of the date of purchase. Claims submitted or received after this date will be deemed invalid and you will not receive the Gift. The Promoter will not be obliged to honor any incomplete forms. The Promoter reserves the right at any time before, on and/or after the closing date of the BISSELL BarkBath Tool Bonus Offer to verify the validity of claims and claimants (including a claimant's identity, age and address), and to disqualify any claimant who tampers with claiming process or who submits a claim that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. Claims received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomplete claims will be deemed invalid. The Promoter accepts no responsibility for late, lost, misdirected or damaged claims, or failure to receive any claim due to technical difficulties of any kind.
9. The BISSELL BarkBath Tool Bonus Offer is only open to Australian residents aged 18 years and over. The directors and employees of the Promoter, its related companies, agencies, suppliers and BISSELL retailers (and members of all such persons' immediate families) are ineligible to participate in the BISSELL BarkBath Tool Bonus Offer. Claim forms with an address outside Australia will be invalid.
10. The BISSELL BarkBath Tool Bonus Offer cannot be accepted or used in conjunction with any other offer including and not limited to Direct Response TV advertising and associated website support. It is not transferable or exchangeable by the customer. The BISSELL BarkBath Tool Bonus Offer is not transferable or exchangeable in any way.
11. Claimants must pay the full purchase price for the Eligible Product during the Offer Period in order to receive the Gift from the Promoter. The Promoter is not obliged to honour any claim where claimants have paid only the deposit or any other partial payment on the Eligible Product or have entered into a rental, lay-by (unless the lay-by was commenced and paid in full during the Offer Period), purchase seconds or scratch and dent products.
12. Only one claim is permitted per Eligible Products purchase transaction. Multiple claims are permitted provided that a separate Claim Form is completed for each transaction of Eligible Products purchased.
13. You must retain original receipts for all claims as proof of purchase. Failure to produce proof of purchase for all claims as and when requested may result in invalidation of all your claims at the sole and absolute discretion of the Promoter.



## TERMS AND CONDITIONS

14. Consumers will be mailed the Gift within approximately 30 days of a valid claim being received by the Promoter. The Gift will be sent by ordinary mail to the address provided on the Claim Form. It is the claimant's responsibility to provide the correct address. The Promoter is not responsible for any delays in payment or errors due to factors outside its reasonable control.
15. All claims are subject to verification checks and procedures by the Promoter, as determined by the Promoter in its sole and absolute discretion. The Promoter's decision is final and no correspondence will be entered into.
16. Any costs incurred by you in submitting the BISSELL BarkBath Tool Bonus claim or otherwise in participating in this BISSELL BarkBath Tool Bonus Offer are your sole responsibility. Liability for any tax on any benefits provided to you will be your responsibility.
17. The Promoter collects your personal information so that you can participate in this BISSELL BarkBath Tool Bonus Offer. If the information requested is not provided, you may not participate in this BISSELL BarkBath Tool Bonus Offer. The Promoter may use this information to conduct the BISSELL BarkBath Tool Bonus Offer and may disclose it to organisations that provide it with administrative services in this regard. The Promoter may also use the information for other purposes as set out in its privacy policy, available at <https://bissell.com.au/site-terms-privacy-policy/>. For example, the Promoter may disclose your personal information to other entities in the BISSELL corporate group overseas which are located in the United States of America. The Promoter's privacy policy contains information about how the participant can access and seek correction of personal information held about them, and how it can complain about a breach of the Australian Privacy Principles and how Promoter will deal with such a complaint. By participating in the Offer, you consent to the Promoter so using and disclosing your personal information. 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. You are 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.
18. If this BISSELL BarkBath Tool Bonus Offer 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 Promoter, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law to: (a) disqualify any claimant; or (b) modify, suspend, terminate, or cancel the BISSELL BarkBath Tool Bonus Offer, as appropriate.
19. The laws of Victoria apply to the BISSELL BarkBath Tool Bonus Offer to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Victoria.
20. 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 the BISSELL BarkBath Tool Bonus Offer, 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 Gift or use of the Gift.