NEWSLETTER DISCLAIMER

By joining the Bosch Power Tools newsletter, you are agreeing to the following terms: 'In completing this form you have provided us with personal information. Your personal information will be used for informing you about Bosch products, promotions and services. We only use personal information for the purpose for which it was given to us, or for purposes which are directly related to one of our functions or activities. Without your personal information we may not be able to supply those services or we may be restricted in the way those services can be supplied. We do not give it to third parties outside the Bosch Group other than in limited circumstances such as where the third party is engaged by Bosch to assist with conducting the activities for which the information was collected, such as marketing agents, service dealers and retailers. As a leading global supplier of technology and services, the Bosch Group operates main data centres in Germany, Singapore and China, among other places. Personal data may be stored in any of these data centres. We may also store your information in cloud or other types of networked or electronic storage. Where it is practical to do so, we have listed the countries in which those overseas organisations are located in our Privacy Policy. Our privacy policy contains information about how you may access your personal information and seek correction of such information; as well as how to complain about a breach of the Australian or New Zealand Privacy Principles and how we will deal with such a complaint. View our <u>Privacy Policy</u>.'

TERMS & CONDITIONS

- 1. Information on how to enter form part of these Conditions of Entry. Entry into this Promotion is deemed to be an acceptance of all Conditions of Entry.
- 2. The Promotion commences on Monday the 31st of July 2023 at 10.00am (AEST) and concludes on Thursday the 3rd of August 2023 at 5.00pm (AEST) [Promotional Period] or until prize pool has been validly claimed (whichever should come first). Participants must enter before the specified end date or until the prize pool is exhausted.
- 3. The first eligible 100 entrants will then be contacted via direct email (sending from PT.COMMS@au.bosch.com only) by close of business Friday the 4th of August 2023, to inform them they have successfully won.
- 4. Entry is open only to residents of Australia only (18 years old and over), who submit a valid entry within the Promotional Period in accordance with these Conditions of Entry. Employees and their immediate families of the Promoter(s) and associated agencies, suppliers, retailers, or companies associated with this Promotion are ineligible to enter.
- 5. To enter the promotion, entrants must, during the Promotional Period:
 - Follow 'Bosch Pro Tools & Accessories' Facebook account @BoschToolsANZ
 - Fill out the provided form completely and accurately
 - Only one entry will be accepted per account (user)
- 6. Printing errors and other quality control matters will not be used as a reason for refusing payment of prizes. At the end of the Promotion, all existing claims for prizes will be met, notwithstanding the advertising prize pool has been exceeded.
- 7. All entries/data collected will become the property of the Promoter(s). The entrant agrees to provide any information requested by the Promoter(s), including: personal contact number, email address, or any other contact details requested to prove valid entry to this promotion. The contact details will also be used to inform the winning entrant that they may successfully claim the main prize. Failure to answer any of the questions or provide the required information may result in your entry being deemed incomplete and, therefore, ineligible for consideration. Please make sure to answer all the questions in the form to the best of your ability, as it will help us ensure a fair and accurate selection process. By submitting the form with all the necessary information, you agree to abide by the terms and conditions of this Promotion.
- 8. The Promoter(s) may require the entrant(s) to provide identification and other documentation as requested by the Promoter(s) including (without limitation) proof of identity, proof of age and proof of residency and proof of purchase. Identification considered suitable for verification is at the Promoter's discretion.
- 9. The Promoter(s) reserves the right to verify the validity of all entries and to disqualify any entrant who interferes with or fails to comply with the correct entry process, or who submits an entry which is not in accordance with these Conditions of Entry.
- 10. Standard browsing charges apply, where applicable, in accessing the internet.
- 11. If due to any reason whatsoever the Promoter(s) become aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter(s) has

announced them as a winner and that entrant will be required, at the direction of the Promoter(s), to return, refund or otherwise make restitution of the prize.

- 12. Entries will be deemed to be accepted at the time of receipt and not at the time of postage. Incomplete or incomprehensible entries will be deemed invalid. The Promoter(s) accepts no responsibility for any entries that are lost, late, misdirected or not received by the Promoter(s) within the Promotional Period or for any delays in the delivery of entries due to technical, postal disruptions or for any other reason.
- 13. Each winner is entitled to the following gift:
 - 1 x EXPERT HardCeramic HEX-9 Drill Bit Set 5/6/8 mm 3-pc valued at AUD \$44.95 (Part number 2.608.900.595)

The total prize pool is valued: AUD \$4,495.00, which is correct at the time of printing.

- 14. Prizes must be taken as offered and cannot be varied or taken as cash. If any of the prizes (or part of the prizes) is out of stock at the time of redemption, the Promoter(s) reserves the right to substitute the prize (or that part of the prize) with another of equal value. The Promoter(s) accepts no responsibility for any variation in the value of any prize. Any operating, repair or other ancillary costs associated with redeeming a prize are the sole responsibility of each winner.
- 15. At the conclusion of the Promotion, all existing claims for prizes and entitlements to claims will be met, notwithstanding the advertised prize pool has been exceeded. Any printing errors and other quality control matters outside the control of entrants shall not be used as the sole basis for refusing to award a prize.
- 16. If a winner cannot be contacted within three working days after the email announcement, the said winner will forfeit the prize. In such an event, the Promoter(s) reserves the right to re-award the prize to another eligible participant selected at its discretion. The new winner will be chosen based on the same criteria and selection process outlined in the terms and conditions. This decision is final and not subject to appeal. The Promoter(s) will make all reasonable efforts to contact the initial winner and the subsequent winner, if applicable, using the contact information provided during the entry process. However, participants are responsible for ensuring that their contact information is accurate and up-to-date. The Promoter(s) will not be liable for any communication failure due to incorrect or outdated contact details.
- 17. The Promoter(s) decision in relation to any aspect of the Promotion is final and binding on every person who enters, and no correspondence will be entered into.
- 18. The Promoter(s) and its associated agencies and companies associated with this Promotion shall not be liable for any loss or damage whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss or for any personal injury or property damage) in connection with this Promotion or any prizes awarded in the course of this Promotion, except for any liability which cannot be excluded by law.
- 19. The Promoter(s) and its officers, employees and agents will not be responsible for any incorrect, inaccurate or incomplete information received or not received in the course of or in connection with this Promotion if the deficiency is occasioned by any cause outside the Promoter's reasonable control including but not limited to technical malfunctions or failures.
- 20. The Promoter(s) reserves the right in its sole discretion to disqualify any individual who the Promoter(s) has reason to believe has breached these Conditions of Entry or engaged in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 21. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter(s), which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter(s) reserves the right in its sole discretion to suspend, cancel, terminate or modify or recommence the Promotion, subject to the approval of any relevant regulatory authority.
- 22. By taking part in this Promotion, you are explicitly agreeing to sign up to our Bosch Power Tools newsletter. This means that you will receive regular updates, promotional content, and other relevant information from Bosch Professional Power Tools ANZ via the email address you provide during the entry process.
- 23. At the request of the Promoter(s), all entrants agree (without charge) to participate in any promotional activities planned by the Promoter(s) and consent to their name and image being used in the Promoter's marketing materials.
- 24. This Promotion is in no way sponsored, endorsed, administered by or associated with Instagram or Facebook. Entrants are providing their information to the Promoter(s) and not to Instagram. Each entrant completely releases Instagram from any and all liability.

- 25. The Promoter(s) may collect personal information about entrants to enable entrants to participate in this Promotion. If personal information is not provided, the entrant may not be able to participate in/be a winner of this Promotion. By entering this Promotion, entrants agree that: (1) the Promoter(s) may disclose personal information to its related bodies corporate, contractors and agents for the purpose of assisting in the conduct of this Promotion; and (2) the Promoter(s) and its related bodies corporate may retain and use personal information for future marketing purposes in relation to its products, services and offers, including sending SMS messages and emails. The Promoter(s) will use personal data in accordance with Bosch's Privacy Policy, which is available at www.bosch.com.au
- 26. The prizes included in this Promotion are supplied by: Robert Bosch (Australia) Pty Ltd 1555 Centre Road, Clayton Victoria 3168. Phone: 1300 30 70 37 ABN: 48 004 315 628.
- 27. The sole Promoter for this promotion is:
 - Robert Bosch (Australia) Pty Ltd, 1555 Centre Road, Clayton Victoria 3168. Phone: 1300 30 70 37 ABN: 48 004 315 628.