

**STANDARD COMPETITIONS TERMS AND CONDITIONS
BOSCH HOME APPLIANCES**

1. GENERAL

1.1 These standard terms and conditions apply to competitions (“the **Promotion**”) conducted by or promoted by or offered by BSH Home Appliances (Pty) Ltd (“the **Promoter**”) in association with third parties. Competition specific rules may apply in addition to these standard terms and conditions. In the event of a conflict between these standard terms and conditions and any competition specific rules, the competition specific rules shall apply.

1.2 The terms and conditions set out herein cancel all previously issued terms and conditions and are the sole terms and conditions which shall apply to the **Promotion(s)**.

1.3 You must be a South African resident with a valid Identity Number to participate in the **Promotion**. Entrants need to be 18 years or older.

1.4 The following persons are not eligible to participate in the **Promotion**:

1.4.1 a director, member, partner, employee, agent of, or consultant to the **Promoter**;

1.4.2 Any supplier of goods or services in connection with the **Promotion**;

1.4.3 The spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling of any of the persons referred to above; or

any other person who directly or indirectly controls or is controlled by the **Promoter**.

1.5 The **Promotion** shall run from the 9th of February 2018 to the 9th of March 2018.

1.6 These dates are subject to change and may be reduced or extended by the **Promoter** and the deadline for prize claims may consequentially be changed. The prize is a Bosch dishwasher. (SMS68TI02E)

1.7 You shall not be entitled to participate in the **Promotion**, if you have previously won a **Promotion** with the **Promoter** within the last 3 (Three) months.

1.8 In the event that you utilise a mobile phone for entry into the **Promotion**, all charges (including those relating to telephone calls, text messages and/or Data) shall be charged at the applicable rate of your service provider.

1.9 It is your responsibility to ensure that your entry is received by the **Promoter** prior to the closing date of the **Promotion**. Any entries, which are not received timeously shall not be considered and you shall accordingly not be entitled to participate.

1.10 The **Promoter** and its affiliates shall not be responsible for entries not received by it, whether timeously or at all or for any other reason whatsoever, howsoever arising.

Furthermore, the **Promoter** and its affiliates shall not be responsible for any issues and/or technical malfunctions of any telephone network, computer on-line systems, servers or other service providers, computer hardware or software malfunction, or any combination thereof, which may cause or contribute towards the entity(ies) not being received and/or captured by the **Promoter**.

1.11 It shall be your responsibility to ensure that any personal information that you provide to the **Promoter** is accurate, complete and up – to – date (“data”). In the event that the data provided by yourself in connection with a **Promotion** proves to be invalid, incomplete, inaccurate, false or misleading, your entry shall not be considered.

1.12 Any costs or expenses, which you may incur other than those specifically referred to and/or included in a prize are for your own account. The **Promoter** shall not be responsible for any costs or expenses which you incur during and for purposes of your entry into a promotion and your acceptance and/or use of the prize.

1.13 Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.

1.14 You agree that your participation in the **Promotion**, and your acceptance of the prize, or any aspect thereof, is at your own risk.

1.15 In the event that you fail to comply with any of the terms and conditions, then without prejudice to any other remedy which the **Promoter** may have:

1.15.1 You shall be automatically disqualified and you shall forfeit the prize;

1.15.2 You shall pay the **Promoter** for any loss or damage incurred by the **Promoter**, including all of our legal costs (attorney and own client scale), which the **Promoter** may incur in taking any steps pursuant to your non – compliance; and,

1.15.3 You indemnify and hold the **Promoter** (including its directors, shareholders, employees and agents) harmless against any and all claims including, but not limited to, (whether direct, indirect, incidental, punitive or consequential), of whatsoever nature, howsoever arising, which relate to death, injury, loss or damage, which may be suffered, as a result of your failure to comply with these terms and conditions.

1.16 These terms and conditions as well as the relationship between the **Promoter** and the customer is governed by the Law of the Republic of South Africa.

1.17 These terms and conditions constitute the entire agreement between the Parties.

1.18 No variation, alteration or consensual cancellation of the terms and conditions, or any of the terms thereof, shall be of any force or effect, unless done in writing and signed by a director of the **Promoter**.

1.19 No waiver or abandonment by the **Promoter** of any of its rights in terms of this **AGREEMENT** shall be binding, unless such waiver or abandonment is in writing and signed by a director of the **Promoter**.

2. LIMITATION OF LIABILITY

2.1 The customer agrees to indemnify, hold harmless and defend the **Promoter** and the **Promoter's** directors, officers, employee's and agents, and the directors, officers, employees and agents of any the **Promoter's** parent, subsidiary or related company (the "**Promoter's Indemnities**") from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the **Promotion** or use of the goods by the customer.

3. HOW TO ENTER

3.1 The **Promotion** is exclusive to Bosch Only.

3.2 Users will need to fill out a "pledge form" on www.boschwaterpledge.co.za.

3.3 Entries are limited to one (1) per person.

4. WINNER SELECTION

4.1 There will be 1 (One) winner in total that will be selected at random.

4.2 Winners shall be notified in writing by means of the contact details provided to the **Promoter**, after finalization of the **Promotion**. A representative of the **Promoter** shall be in contact with you to organise delivery of each prize.

4.3 The **Promoter** may require any additional information and/or documentation as it may in its sole discretion deem fit, in order to process, confirm and facilitate your acceptance and/or use of the prize. In the event that you fail to comply with such request, you shall forfeit the prize.

4.4 In the event that the **Promoter** is unable to contact the winner within 30 (Thirty) days, the winner shall forfeit the prize and the **Promoter** reserves the right to re-draw a new winner in terms of these terms and conditions.

4.5 Please note the selection of winner(s) is final and the **Promoter** shall under no circumstances enter into any correspondence or negotiations with the winner(s)

4.6 The **Promoter**, reserves its right to vary, postpone, suspend or cancel any **Promotion** and its respective prize, or any part thereof, without notice at any time, for any reason whatsoever, howsoever arising. In the event of such variation, postponement, suspension or cancellation, the winner expressly agrees to waive any rights, interests and expectations that the winner may have in terms of this **Promotion** and acknowledges that he/she will not have any recourse against the **Promoter**, directors, employees, agents, its affiliates and/or any of its third-party suppliers.

5. DATA PROTECTION

5.1 As entrants will be sharing personal details with the **Promoter**, should you be interested, please access our data protection policy [here](#).