2021 PANASONIC MICROWAVE TUPPERWARE PROMOTIONAL OFFER TERMS AND CONDITIONS

- Information on how to claim and details of the Bonus Product (as defined below) form part of these Terms and Conditions. Participation in the offer is deemed to constitute acceptance of these Terms and Conditions. Further consumer information may be obtained by calling 132 600 or by visiting www.panasonic.com.au.
- 2. The offer is open to Australian residents only who are members of 'My Panasonic' either at the time of purchase or who join 'My Panasonic' at the time of claiming the Bonus Product (as defined below). Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim ("Claimants"). Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this offer.
- The offer commences on 22/03/21 and closes for purchases at 11.59pm (AEST) on 19/05/21 ("Purchase Period"). Claims open 22/03/21 and close at 11:59pm AEST (for online/email claims) or last mail (for mail claims) on 31/05/2021("Claim Period").
- 5. To be eligible to submit a claim, Claimants must purchase a new Panasonic Inverter Microwave, model: NN-SD79LS, NN-ST78LS, NN-ST76S, NN-ST75LB, NN-ST75LW, NN-ST67JS, NN-ST665B, NN-SF574S & NN-SF564W or Panasonic Inverter Convection Microwave, model: NN-CS89LB, NN-DS596B, NN-CD87KS, NN-CF770M & NN-CD58JS ("Eligible Products"), from any authorised Panasonic retail outlet (either in-store or online) in Australia or redeemed through a point redemption program approved by the Promoter within the Purchase Period while stocks of Eligible Products last. Refurbished, second-hand Eligible Products or purchases made from non-approved retailers (either in-store or online) are excluded from this offer. Claimants must have fully paid for the Eligible Product before they are eligible to submit a claim.
- 6. To claim, Claimants must then undertake the following steps:

• Connect to www.panasonic.com.au/tupperwarebonus then follow the prompts to the 2021 Tupperware Gift claim page.

• Log in to their My Panasonic account (or join My Panasonic) then complete, in full, the official online claim form including uploading a legible electronic copy of their purchase receipt showing the date of purchase, the microwave model purchased and a nil or zero balance.

When prompted online, enter valid Visa, Mastercard or Paypal details in order to authorise the \$9.95 postage and handling fee as outlined in clause 15 below. Payment of the postage and handling will be processed at the time of submitting the valid claim; and then
Submit the online claim form during the Claim Period.

7. If during the claim process the Claimant chooses to mail or email their purchase receipt after submitting their online claim, they will be given a Claim ID online. Claimants must then during the Claim Period either:

• Write their Claim ID Number on a copy of their purchase receipt and post the copied purchase receipt in a stamped envelope to: Panasonic Mother's Day Promotion PO Box 6546 Frenchs Forest NSW 2086; or

• Scan a copy of their purchase receipt (with their Claim ID written on it) and email it to tupperwarebonus@panasonicpromotion.com.au.

- 8. If a Claimant does not have access to the internet they can call 1800 023 836 and submit a claim over the phone.
- 9. Upon submitting the online claim form in accordance with the above, and subject to receipt of the purchase receipt if being sent by mail or email, each claim will be validated by the Promoter within 10 working days.
- Under the offer, eligible Claimants can claim one (1) Bonus Product per Eligible Product purchased. Each claim must be associated with a separate purchase of an Eligible Product and each claim must be submitted separately and in accordance with the claim instructions.
- 11. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the

Promoter, result in invalidation of ALL of a Claimant's claims and forfeiture of any right to a Bonus Product (as outlined below). Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period.

- 12. The Bonus Product for the Panasonic Inverter Microwaves consists of but is not limited to one (1) of the following Tupperware choices: Heat 'N Eat Shallow Set (3), Ventsmart Small Set or Freezer Keeper Starter Set. The Bonus Product for the Panasonic Inverter Convection Microwaves consists of but is not limited to one (1) of the following Tupperware choices: 2 x Heat 'N Eat Shallow Set (2), Ventsmart Small Set & Freezer Keeper Small Low Set or Freezer Keeper Starter Set & Freezer Keeper Small Low Set or Freezer Keeper Starter Set & Freezer Keeper Small Low Set.
- 13. The Recommended Retail Value (RRP) of the Bonus Product for Panasonic Inverter Microwaves is up to AUD\$90 RRP and for Panasonic Inverter Convection Microwaves is up to AUD\$130 RRP. The RRP value is provided by the supplier of the Tupperware and is correct at the time of the commencement of the Promotion. Panasonic accepts no responsibility for any change in RRP value of the Bonus Product after the commencement of the Promotion. Participating model list and applicable bonus product is noted below;

ELIGIBLE MODELS	BONUS
Panasonic Microwave Models; NN-ST776SQPQ, NN-ST75LBQPQ, NN-ST75LWQPQ, NN-ST67JSQPQ, NN-ST665BQPQ, NN-SF574SQPQ & NN- SF564WQPQ, NN-SD79LSQPQ, NN-ST78LSQPQ	Bonus Tupperware valued up to \$90 RRP
Panasonic Convection Microwave Models: NN- CS89LBQPQ, NN-DS596BQPQ, NN-CF770MQPQ & NN-CD58JSQPQ, NN-CD87KSQPQ	Bonus Tupperware valued up to \$130 RRP

- 14. The Bonus Products may vary based on their availability from the Tupperware supplier. Panasonic reserves the right to remove Bonus Products or substitute additional Bonus Products during the promotion where Bonus Products become unavailable from the Tupperware supplier. Any substitute Bonus Product for Panasonic Inverter Microwaves shall not have a value of less than AUD\$90 and for Panasonic Inverter Convection Microwaves shall not have a value of less than AUD\$130.
- 15. A postage and handling fee will be charged when the Bonus Product is being claimed. Claimants will be required to pay \$9.95 postage and handling for each claim they submit. Claimants can use VISA, Mastercard or PayPal to complete the claim and pay for the postage and handling. Claims for the Bonus Product will not be processed unless postage and handling for that claim is paid at the time the claim is submitted.
- 16. Delivery of Bonus Products will only be made to valid postal addresses within Australia states or territories.
- 17. Incomplete or illegible claim forms will be deemed invalid. The Promoter shall not be liable for any official claim form that is late or has been lost, stolen, forged, misdirected or damaged.
- 18. A minimum of 8 weeks should be allowed for delivery of the Bonus Product from the receipt of a valid claim including any purchase receipts sent in by mail and/or email.
- 19. The Promoter's decision is final and no correspondence will be entered into.
- 20. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer.
- 21. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability

(including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer, including, but not limited to, where arising out of 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, or correspondence associated with a 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 variation in the value of the Bonus Product to that stated in these Terms and Conditions; or (e) use of a Bonus Product.

- 22. Bonus Products are not transferable or exchangeable and cannot be redeemed for cash.
- 23. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a Claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that Claimant invalid.
- 24. If this 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 discretion, to the fullest extent permitted by law (a) to disqualify any Claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
- 25. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and gift suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at http://www.panasonic.com/au/privacy-policy.html. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Claimant. The Privacy Policy also contains information about how Claimants may opt out, access, update or correct their PI, how Claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose Claimant's personal information to any entity outside of Australia. However, from time to time, the Promoter may require Claimants to provide PI directly to its related bodies corporate, which are based overseas, for the purposes of providing support to a Claimant for specific Panasonic products. Panasonic is not responsible for any PI provided by Claimants directly to such entities, which are not bound by the Australian Privacy Principals. Claimants may review the relevant entities' privacy policies to check how they will deal with PI, before providing their PI to them.
- 26. The Promoter reserves the right, at any time, to verify the validity of claims and Claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process including but not limited to postage and handling costs or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 27. Tupperware is a registered trademark of Tupperware Brands Corporation.
- 28. The Promoter is Panasonic Australia Pty Limited (ABN 83 001 592 187) of 1 Innovation Road Macquarie Park NSW 2113.