

## **SOMAT MONEY BACK SATISFACTION GUARANTEE**

If you are not completely satisfied with Somat product purchase, we will refund your purchase price.

This promotion is a satisfaction guarantee. Guarantees against defects are governed by the Australian Consumer Law as detailed in clause 18.

### **TERMS AND CONDITIONS**

1. These Terms and Conditions provide information on how to make a claim under the “Somat Money Back Satisfaction Guarantee Promotion” (“Promotion”). All claims are subject to these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promotion is not valid in conjunction with any other offer.
2. The Promoter is Henkel Australia Pty Ltd (ABN 82 001 302 996) of Level 4, Building B/20 Rodborough Rd, Frenchs Forest NSW 2086.
3. The Promotion commences at 9:00am AEST on 20/08/2021 and closes at 5:00pm AEST on 20/06/2024 (“Promotion Period”). Purchases the subject of a claim must be made during the Promotion Period.
4. A claim may be made with respect to one (1) of the following 1.5L or 3L products (“Eligible Product”):
  - a. SOMAT Excellence 4 in 1 Gel capsule
  - b. SOMAT Gold 2 in 1 Gel capsule
  - c. SOMAT Excellence Duo power gel
  - d. SOMAT Excellence Duo power gel – Lemon
  - e. SOMAT Gold Power gel
  - f. SOMAT Rinser + Drying booster
  - g. SOMAT Duo Machine cleaner
5. Claims must be submitted within thirty (30) days of the date on the original purchase receipt of the Eligible Product during the period from 20/08/2021 to 20/07/2024. No claims will be accepted after the 20/07/2024.
6. The Promotion is open to Australian residents only, Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are not eligible to enter.
7. The Promoter reserves the right to verify the validity of claims and claimants (including a claimant’s identity, age and address).
8. To be eligible to claim a refund of the price paid for the Eligible Product, claimants must:
  - a. Purchase an Eligible Product during the Promotion Period;
  - b. Follow the exact usage directions which are on the label on the back of the Eligible Product;
  - c. If the Eligible Product does not meet the claimant’s expectations for any reason, send an email to [lhc.consumeraffairs.anz@henkel.com](mailto:lhc.consumeraffairs.anz@henkel.com) or call our call center 1300 856 051 ,and submit their claim request through the email.

- d. State the reason for dissatisfaction, including the claimant's full name, residential address and contact details.
- e. Enclose the full digits of the **product barcode**, the original label from the back of packaging on the Eligible Product and the original dated receipt image of purchase for the Eligible Product
- f. Submit the Complete details (as indication in d. and e.) to the following email address, so that it is received no later than 20/07/2022 (in accordance with clause 5):

[lhc.consumeraffairs.anz@henkel.com](mailto:lhc.consumeraffairs.anz@henkel.com)

9. Incomplete, indecipherable or illegible claims will be deemed invalid.

10. The Promoter's decision is final and no correspondence will be entered into.

For each valid claim submitted and received, the claimant will be refunded the amount shown on the purchase receipt provided in EFTPOS gift card .

EFTPOS gift card can be used anywhere that EFTPOS is accepted to make a purchase. The EFTPOS can be used in many retailers Australia – wide such as supermarket stores, fashion stores and restaurants that can accept EFTPOS card.

- a. The card must be activated within 3 months of issue date. To activate, go to [activatedcard.com.au](http://activatedcard.com.au). The card expires 12 months from date of issue
- b. Once you have registered your card, swipe your gift card and insert the PIN at the payment terminal anywhere EFTPOS is accepted.
- c. To check card balance, card expire & full conditions of use go to [activatedthecard.com.au](http://activatedthecard.com.au).

11. Successful claimants will be notified in writing via the email address provided by the claimant.

12. Successful claimants must allow up to thirty (30) days from submission of a claim for the refund to be processed via EFTPOS gift card. Refunds are not transferrable or exchangeable.

13. A limit of one (1) claim per household (based on residential address) applies.

14. A limit of one (1) claim per receipt applies.

15. The Promoter may, at its absolute discretion, reject a claim or disqualify a claimant if:

- a. the claim is submitted by a group, club or organisation;
- b. the claimant fails to establish his/her eligibility to submit a claim to the satisfaction of the Promoter;
- c. the claimant submits a claim that is not in accordance with these Terms and Conditions;  
or
- d. the claimant has tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation in connection with any such conduct are reserved.

16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. If this Promotion is interfered with in any way or cannot run as planned due to any reason beyond the Promoter's reasonable control, including but not limited to technical difficulties, unauthorised intervention or fraud, 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 Promotion, as appropriate.
18. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Nothing in these Terms and Conditions should be read as limiting, excluding or modifying the rights or remedies available under the Australian Consumer Law ("Non-Excludable Guarantees").
19. The Promoter accepts no responsibility for any claims not received for any reason during the Promotion Period. Claims will be deemed to be accepted at the time of receipt by the Promoter. The Promoter is not liable for any claims that are misdirected, illegible, incomplete or which cannot be delivered for any other reason.
20. Use of multiple addresses or P/O boxes to obtain additional refunds is fraud and may result in prosecution.
21. The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. 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 <https://www.somatdishwashing.com.au/en/home/content/privacy-policy.html>. All entries become the property of the Promoter. The Promoter will not disclose the claimant's PI to any entity outside Australia.

*For any queries regarding this promotion please email [lhc.consumeraffairs.anz@henkel.com](mailto:lhc.consumeraffairs.anz@henkel.com) or call our call center 1300 856 051*