

Conditions of Participation for “The BITURBO Test” campaign

The following Conditions of Participation (hereinafter “**Conditions of Participation**”) shall apply to “The BITURBO Test” campaign (hereinafter “**Campaign**”). By registering to participate in the Campaign, applicant (hereinafter “**Applicant**”) agrees to be bound by the following Conditions of Participation and where the Applicant becomes a Tester (as defined further below), the Tester agrees to be bound by the following Conditions of Participation.

1. **Organiser**

- 1.1. The organiser of the Campaign is Robert Bosch (Australia) Pty Ltd, of 1555 Centre Road, Clayton Victoria 3168, Australia, ABN 48 004 315 628 (hereinafter “**Bosch**”).
- 1.2. The Campaign is not affiliated with or sponsored, supported or organised in any way by Facebook, Instagram and/or TikTok (hereinafter “**Social-Media-Platforms**”). None of the Social-Media-Platforms is a contact person for the Campaign. The recipient of the data and information provided by the Applicant and Tester (as defined below) is not any Social-Media-Platform but Bosch. All questions, comments or complaints about the Campaign are to be addressed to Bosch via e-mail: customerservice.pt@au.bosch.com, subject: “BITURBO”).

2. **Period and location of the Campaign, application period**

- 2.1. The period during which the Applicant can apply for the Campaign runs from Monday 4th September 2023 (AEDT) until 23:59pm Sunday 31st March 2024 (AEST) (hereinafter “**Application Period**”).
- 2.2. The Campaign runs from Monday 4th September 2023 (AEDT) until 23:59pm Tuesday 30th April 2024 (AEST) (hereinafter “**Campaign Period**”).
- 2.3. The Campaign will only take place in Australia and New Zealand.

3. **Conditions of Participation and conclusion of contract**

- 3.1. The participation in the Campaign shall require the prior application by the Applicant during the Application Period, by completing the application form, which includes provision of his/her personal data (e.g. name, first name, address, contact details, social media profile, motivation) on the website under Australia: <https://www.bosch-pt.com.au/au/en/biturbo-test/> and New Zealand: <https://www.bosch-pt.co.nz/nz/en/biturbo-test/> (hereinafter “**Website**”). In order to apply, the Applicant needs a user account on PRO360. For this purpose, the registration under Australia: <https://www.bosch-pt.com.au/au/en/pro360/> and New Zealand: <https://www.bosch-pt.co.nz/nz/en/pro360/> is required. The Terms of Use for registration for the PRO360 portal are available at the following link: [Link](#).
- 3.2. The registration for the Campaign via the Website only constitutes an offer to participate in the Campaign. By applying, the Applicant submits a binding offer to participate in the Campaign. A corresponding contract shall only become effective if and when Bosch accepts the application by informing the Applicant via email that the Applicant has been chosen as a tester for the Campaign (“**Tester**”).
- 3.3. Bosch will select a maximum of 500 Testers for the Campaign at its own discretion from the applications received during the Application Period. Convincing responses to the questions on the application form (why they should be selected) play a role here. Successful Applicants, meaning Testers, will be notified by e-mail within 15 weeks from

the submission of application. Bosch decision shall be final. The Promoter reserves the right to verify the validity of all entries and to disqualify any Applicant who interferes with or fails to comply with the correct application process, or who submits an application which is not in accordance with these Conditions of Participation.

- 3.4. The participation in the Campaign is free of charge and voluntary. Standard browsing charges apply, where applicable, in accessing the internet.
- 3.5. Participation in the Campaign shall only be open to those Applicants who are the age of 18 and over and who have personally applied to participate in the Campaign. The Applicant undertakes to provide truthful information in the application form. The participation via automated methods is not permitted. Bosch reserves the right to exclude the Applicant/Tester in such cases.
- 3.6. Employee's and their immediate families of Robert Bosch (Australia) Pty and its related entities and associated companies, agencies, suppliers, retailers, or companies associated with this Campaign, are ineligible to enter.

4. Delivery of Test Product for testing purposes

- 4.1. In return for creating the Video Contribution as identified in section 5 below, Bosch shall provide the Tester free of charge one of the following test products:

In Australia:

- Bosch GSB 18V-150C BI-TURBO (CARTON) - 06019J5140;
- Bosch GBH 18V -34 CF BI-TURBO – 0611914041;
- Bosch GBH 18V-45 C BI-TURBO – 0611913040;
- Bosch GKS 18V-68 EC GSC BI-TURBO - 06016B5140;
- Bosch GCM 18V-216 DC BI-TURBO - 0601B47040; or
- Bosch GWX 18V-15 PSC - 06019H6G00,

In New Zealand:

- Bosch GSB 18V-150C BI-TURBO (CARTON) - 06019J5140;
- Bosch GDS 18V-1000 1/2" Carton Box - 06019J8300;
- Bosch GBH 18V -34 CF BI-TURBO – 0611914041;
- Bosch GKS 18V-68 EC GSC BI-TURBO - 06016B5140; or
- Bosch GCM 18V-216 DC BI-TURBO - 0601B47040,

along with 1x Bosch ProCORE18V battery and charger (hereinafter "**Test Product(s)**"). Bosch shall determine at its sole discretion as to which Test Product to provide to the Tester. A Tester will receive only one Test Product. Such Test Products are provided solely for the purpose of creating the Video Contribution and are therefore not to be sold or otherwise transferred to any third party by the Tester. The Tester is not authorized to disassemble the Test Product.

- 4.2. The Test Product is delivered by Bosch or a third party commissioned by Bosch by courier, post or parcel service to the address provided by the Tester in his/her PRO360 account. A subsequent change to the shipping address is not possible. Delivery is made only to the countries set out in section 2.3.
- 4.3. The Test Product must be taken as offered and cannot be varied or taken as cash, nor can the Test Product be re-sold by the Tester, before or after the Video Contribution has been published. If a Test Product is out of stock at any point during the time of this Campaign, Bosch reserves the right to substitute the Test Product with another Test Product . Bosch accepts no responsibility for any variation in the value of any Test

Product.

5. Creation of a Video Contribution, granting of rights

- 5.1. The Tester undertakes to create a video contribution on his/her social media channel that meets the requirements set out in the Annex 1 to these Conditions of Participation (hereinafter "**Video Contribution**") and to upload the link within 4 weeks of receipt of the Test Product on the Bosch website as provided by Bosch (URL to this website will be communicated to the Tester by e-mail). For this purpose, the Tester has to set his/her social media channel to "public". The Tester may also create and upload several videos.
 - 5.2. When using the Test Product and creating the Video Contribution, the Tester must observe the operating instructions (in particular the use of the safety equipment specified) and take generally applicable safety precautions for the safe use of the Test Product. The Tester must comply with all applicable laws and regulations when using the Test Product and creating the Video Contribution.
 - 5.3. Testers whose Video Contribution is not uploaded on time or who otherwise violate these Conditions of Participation or applicable laws and regulations will be excluded from the Campaign and such Testers must immediately delete the Video Contribution and other videos containing the Test Products at Bosch request. Bosch is also entitled to exclude Testers from the Campaign whose Video Contributions are, according to Bosch's assessment, unsuitable, inappropriate, offensive, insulting, harmful or detrimental to the reputation of Bosch, or contain political, religious, racist, sexual, discriminatory, otherwise degrading or other content that is not in the interest of Bosch.
 - 5.4. At Bosch's request, the Tester must immediately delete the publications and Video Contribution if the Tester violates these Conditions of Participation. The publication on its own social media profile does not release the Tester from its own liability, and the Tester indemnifies Bosch from any third party claims pursuant to section 8.
 - 5.5 The Tester shall ensure that all videos and Video Contributions containing the Test Product are transparent and shall use appropriate disclosure in accordance with all relevant laws and regulations, and any other applicable regulatory guidance as updated from time to time (for example, see <https://adstandards.com.au/article/influencer-marketing-guide-disclosing-ad-content> and <https://www.asa.co.nz/adhelp/influencers-quick-guide-to-the-rules/>). The Video Contribution publication must be clearly marked as "advertising" or "advertising video" and the guidelines of the respective Social-Media-Platform provider must be strictly adhered to. If the Tester does not comply with these requirements and Bosch becomes aware of it, the Tester is obliged to delete the Video Contribution immediately at Bosch's request. In such case, Bosch is also entitled to exclude the Tester from the Campaign.
- 5.5. Granting of rights
 - a. Bosch and its group companies (the "**Bosch-Group**") shall receive free of charge, perpetual, irrevocable, worldwide, non-exclusive right of use the submitted Video Contribution as well as any additionally submitted image and text material (collectively "**Content**"). The Bosch-Group is entitled to transmit the Content worldwide, both internally within Bosch-Group and outside of the Bosch-Group, in any way and via any media, regardless of the recording or transmission technology in particular in print and online media (internet and intranet), also in electronic form, including but not limited to social media profiles (e.g. Facebook, Instagram, YouTube, TikTok), to use for any advertising and information purposes and to make them publicly available. This includes the right for

reproduction, distribution, exhibition and public communication. In particular, the granting of rights also includes the so-called right to one's own image, name, brand and voice.

- b. The Bosch-Group is entitled to shorten, cut, digitize, electronically edit, retouch or otherwise modify or edit the Content.
 - c. The Bosch-Group is entitled to grant sub-licenses to the Content to third parties.
- 5.6. The Tester shall ensure that the Content created by the Tester is original to the Tester. The Tester represents and warrants that the Content is free from any third party rights. Tester shall indemnify Bosch-Group against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Bosch arising out of or in connection with any breach by Tester of this warranty. This applies in particular to personal rights of third parties recorded, if applicable, as well as to third party copyrights. The Tester must additionally comply with all applicable data protection laws and regulations.

6. Thank you gift, return of the Test Product

- 6.1. If the Tester uploads the Video Contribution that complies with the criteria stated in section 5 on the landing page and the Video Contribution meets all the requirements of these Conditions of Participation and of the Annex, the ownership of the respective Test Product will be transferred to the Tester free of charge as a thank you gift for participating. Cash payment or exchange of the thank you gift is not possible.
- 6.2. Upon request, the Tester must return the Test Product to Bosch immediately if:
- a. no Video Contribution is uploaded to the landing page on time as stated in section 5; or
 - b. the Video Contribution otherwise violates these Conditions of Participation or laws and regulations; or
 - c. the Video Contribution is, unsuitable, inappropriate, offensive, insulting or harmful, or contains other content that is not in the corporate interest of Bosch; or
 - d. the Tester is excluded from the Campaign for any reason as stated in these Conditions of Participation.
- 6.3. The return of the Test Product is at the expense of Bosch. Bosch or a third party transport service company will contact the Tester via e-mail about the return process. The Tester is obliged to hand over the Test Product(s) to the third party transport company (courier, post or parcel service) appointed by Bosch. The returned Test Product must be in original condition and appropriately packaged.

7. Warranty, liability

- 7.1 To the extent permitted by law, the Test Product is provided to the Tester "as is" without any warranty. In particular, Bosch is not obliged to replace or repair the Test Products except where agreed by Bosch on case by case basis. However, nothing in these Conditions of Participation shall limit or exclude Bosch's liability for (a) death or personal injury caused by its negligence; (b) product liability laws and regulations where it would be unlawful to exclude or restrict liability or (c) any other matter in respect of which it would be unlawful to exclude or restrict liability.
- 7.2 In the case where a Test Product has arrived faulty, the Tester must provide a picture

of the Test Product 'ID plate', copy of the delivery form/picking slip/the no-charge invoice, to Bosch to request a repair/replacement of the Test Product. The decision to issue a repair/replacement of the Test Product is within the sole discretion of Bosch.

8. Release from liability

- 8.1. The Tester is solely responsible for all Content that they provide in connection with the Campaign on their own social media profiles (e.g., Facebook, Instagram, TikTok). Bosch is not obliged to check the Content provided by the Tester for potential violations of the law or for violations of third-party rights or non-compliance with the respective Social-Media-Platform guidelines. The Content shall not (i) represent an insult to other users or third parties and may not in any way slander, harass or damage other users or third parties, (ii) infringe any (other) rights of third parties (in particular personal rights, copyright and performance rights), (iii) make any advertising for third parties (in the form of links, texts and/or images), (iv) contain viruses or like-requests; and (v) make any immoral, obscene, pornographic, threatening, violent, discriminatory or racist objects.
- 8.2. The Tester shall hold harmless, defend and indemnify Bosch and the Bosch-Group companies, Facebook, Instagram, YouTube, TikTok and its officers, directors, employees, affiliated companies, subsidiaries or agents (including reasonable attorneys' fees) against any and all losses, liabilities, claims, costs and actions arising in connection with any Content provided by the Tester which is not in compliance with these Conditions of Participation (except to the extent the claim is caused by Bosch).

9. Exclusion of Tester from the Campaign

- 9.1. A violation by Tester of these Conditions of Participation entitles Bosch to exclude the respective Applicant/Tester from the Campaign. This applies in particular if the Applicant/Tester provides false information, if he/she tries to participate in the Campaign several times or if content of the Tester (e.g., Video Contributions, but also comments on Bosch's own social media profiles or those of other Testers) violates applicable law, rights of third parties or rights of Bosch (e.g. non-observance of the safety instructions according to the respective operating instructions). The same applies to the Content, which can be regarded as glorifying violence, offensive, harassing or degrading or otherwise violates the sense of social decency.
- 9.2. In cases where Bosch has excluded the Tester from the Campaign, the Tester shall return the Test Products provided immediately after exclusion at his/her own expense.

10. Premature termination of the Campaign, changes,

- 10.1. An Applicant or Tester has a right to withdraw from the Campaign offered by Bosch at any time during the Campaign Period on written notice to Bosch.
- 10.2. The Tester has to return the Test Products provided for the test immediately after termination in accordance with clause 9 or this clause 10.
- 10.3. Bosch reserves the right to cancel or terminate the Campaign at any time without notice and without giving reasons. In particular, Bosch makes use of this option for technical reasons (e.g., viruses in the computer system, manipulation or errors in the hardware and/or software) or due to legal reasons the proper execution of the campaign cannot be warranted.

11. Data protection

- 11.1 The data controller is Robert Bosch Power Tools GmbH, Max-Lang-Strasse 40-46, 70771 Leinfelden-Echterdingen.
- 11.2 In the context of the Campaign, personal data of the Applicants and Testers will be collected, processed and used for the following purpose:
Implementation of the Campaign and the performance of these Conditions of Participation.
- 11.3 The legal basis for this processing is Art. 6 para. 1 lit. b) DSGVO and GDPR (processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract).
- 11.4 The provision of the personal data is necessary for the participation in the Campaign and Bosch' performance of the obligations under these Conditions of Participation. Possible consequence of not providing the personal data is non-participation.
- 11.5 The personal data of the Applicant and Tester will only be processed by Bosch as named in section 1.1. We do not share personal information 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 Freight provider services.
Please note that by publicly following, commenting and liking on Facebook, Instagram, Youtube, TikTok, however, the Social-Media-Platform operators gain access to Tester's data. Bosch has no influence on which recipients the Social-Media-Platform passes on Testers/Applicants data. The Social-Media-Platforms operators themselves are responsible for this under data protection law.
For data processing by Facebook, please refer to privacy notices by Facebook at <https://www.facebook.com/help/568137493302217>
For data processing by TikTok, please refer to privacy notice by Tiktok at: <https://www.tiktok.com/legal/privacy-policy-eea?lang=de>, and
For data processing by Instagram, please refer to privacy notice by Instagram at https://www.facebook.com/help/instagram/519522125107875/?helpref=uf_share
- 11.6 Bosch will delete Applicants' and Testers' address data 60 days after the end of the Campaign Period. However, Bosch may use the Content created by the Testers for an unlimited period of time in accordance with the section 5. By publicly following, commenting and liking a post on Facebook, Instagram or Tiktok, data becomes accessible to these providers. Bosch has no influence on the deletion of data on these Social-Media-Platforms.
- 11.7 User rights: Please use the information in section "(1) Organiser" to assert your rights. When doing so, please ensure that Bosch is able to clearly identify you as a Tester/Applicant.

Right to information: Applicant/Tester has the right to obtain information from Bosch about the processing of his/her data. To this end, Applicant/Test may exercise a right of access in relation to the personal information Bosch process about Applicant/Tester.

Right to rectification and deletion: Applicant/Tester can request Bosch to correct incorrect data and - insofar as the legal requirements are met - to complete or delete Applicant's/Tester's data. This does not apply to data required for billing and accounting purposes or to data or which is subject to the legal obligation to retain data. Insofar as access to such data is not required, however, its processing will be

restricted (see below).

Restriction of processing: Applicant/Tester may request Bosch - insofar as the statutory legal requirements are met - that Bosch restricts the processing of Applicants/Testers data.

Revocation of consent: If Applicant/Tester have given Bosch consent to process his/her data, Applicant/Tester may revoke this consent at any time with effect for the future. The lawfulness of the processing of Applicant's/Tester's data until the revocation remains unaffected.

Objection to data processing: Applicant/Tester also has the right to object to data processing by Bosch at any time. Bosch will then stop processing Applicant's/Tester's data, unless Bosch can demonstrate - in accordance with the legal requirements - compelling reasons for further processing that outweigh Applicant's/Tester's rights.

Data portability: Applicant/Tester also has the right to receive data that Applicant/Tester has made available to Bosch in a structured, common and machine-readable format, or to - if technically feasible - to request that the data be transferred to a third party.

Right of appeal to the supervisory authority: Applicant/Tester has the right to file a complaint with a data protection authority. To do so, Applicant/Tester can contact the data protection authority responsible for Applicant's/Tester's place of residence or your federal state, or the data protection authority responsible for Bosch. Data protection officer: Information Security and Privacy (C/ISP) - Robert Bosch GmbH - Postfach 30 02 20 - 70442 Stuttgart - Germany or e-mail: PT.DSO@bosch.com (DSO)

- 11.8 If Applicant/Tester wishes to contact Bosch, Applicant/Tester can reach Bosch at the address given in the section "(1) Organiser".

To assert Applicant's/Tester's rights and report data protection incidents, use the following link:

<https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=18rbds19&c=-1&language=eng>

For suggestions and complaints regarding the processing of Applicant's/Tester's personal data, Bosch recommends that Applicant/Tester contact Bosch data protection officer:

Data protection officer: Information Security and Privacy (C/ISP) - Robert Bosch GmbH - Postfach 30 02 20 - 70442 Stuttgart - Germany or e-mail: PT.DSO@bosch.com (DSO)

12. Confidentiality

- 12.1. The parties will maintain secrecy about all information that is to be treated as confidential and which they have become aware of in the context of this contractual relationship, this Campaign and will only use it towards third parties with the prior written consent of the other party - regardless of the purpose. Information to be treated as confidential includes information expressly designated as confidential by the party providing the information and information which by its nature is to be regarded as confidential.
- 12.2. If information to be treated confidential is requested by an authority from one party, the other party must (to the extent legally permitted) be informed immediately about the transmission of the information to be treated confidential to the authority.

- 12.3. The obligations according to this section 12 do not apply to such information or parts of information thereof for which the receiving party proves that it:
- a. was known or generally accessible to it before the date of receipt or became lawfully known and without any obligation of confidentiality after the date of receipt; or
 - b. was known or generally available to the public prior to the date of receipt; or
 - c. became known or generally accessible to the public after the date of receipt without the responsibility of the party receiving the information.
- 12.4. Bosch may disclose confidential information to its employees and to Bosch-Group and third parties if this is necessary for the purpose of implementing these Conditions of Participation or for the purpose of performing its obligations under these Conditions of Participation.
- 12.5. Bosch shall ensure that its employees, Bosch Group and any third parties who are entitled to receive such confidential information as stated in Section 12.4 to comply with confidentiality obligations substantially similar to the provisions of this Section 12.1 to Section 12.3.
- 12.6. The obligations according to this Section 12 shall continue to apply after the end of the Campaign for an indefinite period of time, until such time as the information is no longer confidential.

13. Applicable law and jurisdiction

These Conditions of Participation shall be subject to the laws of Victoria, Australia. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.

14. Miscellaneous

The invalidity or unenforceability for any reason of any term in these Conditions of Participation shall no prejudice or affect the validity or enforceability of other terms and all terms that are not affected by such invalidity or unenforceability shall remain in full force and effect. The parties agree to attempt to replace the invalid or unenforceable term with a valid and enforceable substitute term, the effect of which is as close as possible to the intended economic, legal and commercial objectives and effect of the invalid and or unenforceable term. No one other than a party to these Conditions of Participation shall have any right to enforce any of its terms.

These Conditions of Participation set out the entire agreement and understanding between the parties and supersedes all prior oral or written representations, undertakings, agreements, understandings or arrangements relating to the subject matter.

Robert Bosch (Australia) Pty Ltd

As of August 2023

Annex 1 – Content of Video Contribution

Definitions:

“You” shall mean the Tester

“We” shall mean Robert Bosch (Australia) Pty Ltd

1. Show that you are a professional and create a video inspired by your professional life as a tradesperson. Choose a true scenario and make it insightful for your viewers. Show e.g. what you like about BITURBO, how it makes your work easier etc.
2. In addition to the Test Product provided, other Bosch Professional products may also be seen in the video. However, tools and brands of other tool manufacturers must not be visible.
3. Video length: minimum 30 seconds, maximum 5 minutes.
4. When using the Test Product and creating the video, please be sure to observe the operating instructions for the Test Product and take general safety precautions for the safe use of power tools.
5. Please observe the data protection regulations when creating the video. In particular, third parties may not be depicted without their consent.
6. Videos must be uploaded to your own social media channel with the #BITURBOtest and #boschprofessional and the link to the social media channel post must be uploaded to a website provided by Bosch (URL will be sent to the Tester by email) on the website in good time. Your individual deadline is 4 weeks after receipt of the Test Product. The social media channel must be publicly accessible.
7. You may only make statements about Bosch products or services you have personally used, examined, or evaluated.
8. If you do not upload your video by the deadline or in any other way violate these Conditions of Participation or applicable laws and regulations, you will be excluded from the Campaign. We are also entitled to exclude you from the Campaign if, in our opinion, your video entry is unsuitable, inappropriate, offensive, offensive or defamatory, or contains political, religious, racist, sexual, discriminatory, otherwise derogatory or other content that is not included in are in our corporate interest
9. You must ensure that all videos and Video Contributions containing the Test Product are transparent, reflect your honest opinions, findings, beliefs, or experiences and shall use appropriate disclosure in accordance with all relevant laws and regulations and any other applicable regulatory guidance as updated from time to time (refer to section 5.5). You must clearly identify the social media post as an "advertisement" or "advertising video" and strictly comply with the guidelines of the respective Social-Media-Platforms provider. If you do not comply with these requirements and we become aware of this, you are obliged to delete the post immediately at our request. In this case we can also exclude you from the Campaign. When uploading your video to your social media channels, please follow the guidelines of the state media authorities.
10. In principle, you may only use license and GEMA-free music. Google will help you to find suitable music (Google: "License and GEMA-free free music").