

# Terms and Conditions

## HOW TO CLAIM

- To be eligible to claim, individuals must purchase an eligible Sunbeam product(s) at a participating store nationally between 01.04.15 and close of business on 10.05.15 ("Qualifying Transaction"). The value of the Gift Card that each claimant will be eligible to receive will depend on the Sunbeam product(s) in the Qualifying Transaction, as outlined in clause 10.
1. Gift Card that each claimant will be eligible to receive will depend on the Sunbeam product(s) in the Qualifying Transaction, as outlined in clause 10.

- To claim, individuals must then visit [www.sunbeam.com.au/KitchenCashBack](http://www.sunbeam.com.au/KitchenCashBack), follow the instructions on screen to be directed to the promotion claim page, input all of the requested contact details into the online claim form, as well as the requested purchase information. To complete the claim, individuals must then provide a copy of their purchase receipt by either:
- 2.

Following the prompts online to scan and upload a copy of their purchase receipt for their Qualifying Transaction and then submit the completed online claim form along with the scanned purchase receipt so that the claim is received online by 11:59pm AEST on 24.05.15; **OR**

Following the prompts online, post a legible copy of the receipt, write your name and the Unique Reference Code (provided after the online registration is confirmed) on the reverse. Post to Sunbeam Kitchen Cash Back Promotion, PO Box 422, Moorabbin VIC 3189, so that it is received by last mail on 24.05.15.

The gift will be provided in the form of an eftpos gift card. Final claims must be received by 11.59pm AEST (for online claims) or last mail received (for mail claims) on 24.05.15. Claims cannot be accepted via email, and any claim received after the last mail date will be deemed invalid. Invoices which are submitted to support a claim must include: eligible product/s, date of purchase and receipt number.

## TERMS AND CONDITIONS

- Information on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
1. promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.

- Promotion commences on 01.04.15 and ends for purchases at close of business on 10.05.15 ("Promotional Period"). Final claims must be received by 11.59pm AEST (for online claims) or last mail received (for mail claims) on 24.05.15.
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3. Claims are only open to Australian residents aged 18 years or over.

- Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. 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.
4. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. 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.

- The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. 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.
5. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. 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.

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

- Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction; and (b) each claim must be submitted separately and in accordance with claim requirements. For the sake of clarity, claimants will be eligible to receive multiple gifts, however only one (1) gift will be awarded per Qualifying Transaction.
7. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction; and (b) each claim must be submitted separately and in accordance with claim requirements. For the sake of clarity, claimants will be eligible to receive multiple gifts, however only one (1) gift will be awarded per Qualifying Transaction.

8. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

- 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 gift. Purchase receipt(s) must clearly specify the store of purchase, that the purchase was made during the Promotional Period but prior to claim, and the total dollar value of Sunbeam products purchased.
9. 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 gift. Purchase receipt(s) must clearly specify the store of purchase, that the purchase was made during the Promotional Period but prior to claim, and the total dollar value of Sunbeam products purchased.

10. Every valid claim received will be awarded a gift. The gift to be awarded will be dependent upon the specific Sunbeam product(s) purchased in the relevant Qualifying Transaction. Gifts will be awarded as follows.

### **\$100 eftpos gift card**

EM7000/ G/ K/ R/ RE/ W	Café Series® Espresso Machine	\$100
MX9500/K/R	Café Series® Plan M/master® Power Drive	\$100

### **\$50 eftpos gift card**

LC8000	Big Slice Food Processor	\$50
LC9000/K/R/W	Café Series® Food Processor	\$50

MX9200K/R/W	Café Series® Planetary Mixmaster®	\$50
VS7000	VS7000 FoodSaver®	\$50

### \$20 eftpos gift card

BM7850	SmartBake® Bread Maker	\$20
MU2000	VersaCook™ Multi Cooker	\$20
MU4000	Duos™ Sous Vide & Slow Cooker	\$20
PB7950	MultiBlender™ Electronic	\$20
PB9800/K/R/W	Café Series® Blender	\$20
PE6100	Aviva™ Pressure Cooker	\$20
SK6450	Ellise® Stainless Steel Skillet	\$20
TA9400 / TA9405K	Café Series® Toaster	\$20
VS5000	FoodSaver® Seal & Store	\$20
VS7800	VS7800 FoodSaver®	\$20

### \$10 eftpos gift card

HP6000	SecretChef® Slow Cooker 6L	\$10
KE6350K	Simply Stylish Kettle	\$10
KE6450	Maestro Kettle	\$10
KE9650/K/R	Café Series® Kettle	\$10
PB7650	MultiBlender™ Platinum	\$10
SM9000	StickMaster® Platinum	\$10
TA6240 / TA6440K	Maestro Toaster	\$10
TA6320K/ 40K /44K	Simply Stylish Toaster	\$10
TA9200 / TA9205K	Café Series® Toaster	\$10

11.

An eftpos gift card will be sent to the address supplied on the completed claim form. Eftpos gift cards are issued by Edge Loyalty Systems Pty Ltd ABN 96 138 299 288. It is the responsibility of the claimant to provide the correct mailing address and personal information in order to receive the eftpos gift card. The eftpos gift card will be delivered within twenty (20) working days from the claim having been validated. The eftpos gift card can be used to make payments anywhere that accepts 'eftpos' within Australia. All eftpos gift cards must be activated within 2 month from the date on the letter provided with the eftpos gift card. The eftpos gift card will expire 12 months from the date of activation. Claimants will be bound by the Terms of Use of the eftpos gift card which can be found at [www.activatemycard.com/kitchencashback](http://www.activatemycard.com/kitchencashback)

12. Any ancillary costs associated with redeeming the eftpos gift card are not included.

Eftpos gift cards must be activated with both the card number (found on the back of the card) and the Claim

13. ID provided at the time of claiming. eftpos gift cards are subject to the terms and conditions which can be found at [www.activatemycard.com.au/kitchencashback](http://www.activatemycard.com.au/kitchencashback).

eftpos gift cards that have not been activated within 2 months from the date printed on the letter, or have

14. expired out of their 12 month redemption period, will not be extended, replaced or refunded in the circumstance of an unused balance, and the prize will be forfeited.

The promoter does not take any responsibility in any delayed or failed instance that is dependent on a third party (eg. Australia Post) to deliver the claim to the validation house, or to deliver the eftpos gift card to the recipient,

You may check the status of your claim at any point of the validation process by visiting [www.activatemycard.com/kitchencashback](http://www.activatemycard.com/kitchencashback) or calling Gift Card Planet on 1300 079 267.

15.

If your card has been lost before activation, a replacement card can be organized given the card is still within its activation period. Please contact Gift Card Planet on 1300 079 267 to organize a replacement. This will incur a fee of \$5 which will be taken from the balance.

If your card has been lost after activation, a fee of \$10 will apply which is taken from the card balance. Please contact Gift Card Planet on 1300 079 267 to organize a replacement.

16. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification.

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

If this promotion 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, including but not limited to technical

18. 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.

19. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent

on the Internet service provider used.

20. The use of any automated 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.  
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 States and Territories of
21. 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 promotion.  
Except for any liability that cannot be excluded by law including the Non-Excludable Guarantees, the Promoter (including its respective 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:
22. equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or gift 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 tax liability incurred by a claimant; or (e) use/redemption of a gift .  
The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and gift suppliers. Claim is conditional on providing this information. If the claimant ticks the opt-in box on the
23. claim form, then the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to opt out, access, update or correct information to the Promoter. All claims become the property of the Promoter.
24. The Promoter is Sunbeam Corporation Ltd (ABN 45 000 006 771) of Unit 5 & 6, 13 Lord Street, Botany NSW 2019. Telephone 1300 881 861.