



## **MAGIMIX CASH BACK PROMOTION (AUSTRALIA)**

### **Terms and Conditions**

1. These Terms and Conditions, together with the Magimix Privacy Policy which is incorporated by reference into these Terms and Conditions (available at [www.magimix.com.au/content/7-privacy-policy](http://www.magimix.com.au/content/7-privacy-policy)), and the Online Claim Form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Magimix Cash Back Promotion ("Promotion" or "Cash Back Offer"). Information on how to make a Claim and qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

#### **PROMOTIONAL PERIOD**

2. The promotion commences at 9:00am AEDT on 30 May 2023 and ends 11.59pm AEST on 02 July 2023 ('Promotional Period'). All claims must be submitted (online) by 5pm AEST on 12 July 2023.

#### **ELIGIBILITY AND PARTICIPATION**

3. Cash Back Offer is only open to individuals who are Australian residents 18 years and above ("Claimant") who submit a Claim during the Promotional Period. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

4. Employees and the immediate families of the Promoter and of Promoter's retail partners and agencies associated with this Promotion are ineligible to participate in the Promotion. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin. Any purchase receipt provided indicating a staff discount has been applied will not be accepted.

#### **CLAIMING PROCESS**

5. To submit a Cash Back Offer ("Claim"), the Claimant must:

a) Purchase an Eligible Magimix Product(s) (as set out in Clause 16) from any participating Australian retail store during the Promotional Period and follow the steps below. The participating Australian retail stores are David Jones, Myer, Kitchen Warehouse, Peter's of Kensington, Minimax, Appliances Online, TVSN, Chef's Hat, Spartan Electrical, Winning Appliances, NAPF and [magimix.com.au](http://magimix.com.au). Participating Australian retail stores also include select

loyalty programs and kitchen shops. For a full list of authorised stockists, visit [www.magimix.com.au/conent/41-where-to-buy](http://www.magimix.com.au/conent/41-where-to-buy). Please note, Amazon is not an authorised retailer. Cash back claims with items purchased from Amazon will not be honoured.

b) Visit [www.Magimix.com.au/](http://www.Magimix.com.au/) and:

- i. click on the tile for this campaign;
- ii. complete all fields on the official Online Claim Form ("Online Claim Form") with the Claimant's personal information and product purchase details; and
- iii. upload a clear and legible scan or photo of the fully paid store or online purchase receipt, tax invoice or order confirmation indicating store name, store location ("online" if applicable), receipt number, date of purchase, model/item purchased and payment details ("Proof of Purchase") for the Eligible Magimix Product.

6. The above steps must be completed and the Online Claim Form and Proof of Purchase submitted by 5.00pm AEDT on 12 July 2023. Note: The claim process will be turned off 5.01pm AEDT on 12 July 2023 and online submissions after this date will not be processed.

7. Payment of the Cash Back amount will be made via Electronic Funds Transfer ("EFT") to the account identified in the Claimant's Online Claim Form once the Claim has been validated by the Promoter. Please allow up to 4 weeks from the time the claim has been submitted for payment of the Cash Back amount to be made. The Claimant must ensure that all details provided for the payment of the Cash Back amount are correct. The Claimant is responsible for clearly providing their full and accurate name, and the correct BSB and bank account number. The Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.

8. The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

### **CLAIM FORM AND PROOF OF PURCHASE**

9. Online Claim Forms are deemed to be received at the time of receipt by the Promoter and/or the Promoter's agent, as applicable. Records of the Promoter and/or its agent are final and conclusive as to time of receipt.

10. Subject to Clause 5, Online Claim Forms received without the Proof of Purchase and Online Claim Forms received after 5.00pm AEDT on 12 July 2023 will be deemed invalid and will not be processed. Incomplete, indecipherable, or illegible Claims will also be deemed invalid.

11. Up to a total of 5 Claims in the Cash Back Offer are permitted per Claimant, subject to the following:

- a) Only 1 Claim permitted for each Eligible Magimix Product purchased; and

b) A separate Online Claim Form for each product purchased must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form.

12. The Promoter reserves the right to validate and check the authenticity of the Claim Form and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms and Conditions. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with Proof of Purchase will be deemed void.

13. Claimants must retain their original Proof of Purchase to claim their Cash Back Offer.

14. Failure to produce the Proof of Purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.

15. Magimix reserves the right to refuse any claim if the Participating Product is returned to the point of purchase. Magimix also reserves the right to refuse returns if a cashback claim has been received. The Promoter's decisions are final and no correspondence will be entered into.

### **ELIGIBLE PRODUCTS AND PAYMENT PROCESS**

16. The Eligible Magimix Products and the corresponding Cash Back values are as follows:

a) 1x Cook Expert (ref 18900A/18903A/18904A) entitles a Claimant to \$150 Cash Back;

b) 1x Food Processor 5200XL Premium or 5200XL (ref 18714AU/ 18712AU/18711AU/18591AU/ 18590AU/ 18584AU) entitles a Claimant to \$100 Cash Back;

c) 1x Blender Power 5XL (ref 11644AU) entitles a Claimant to \$50 Cash Back;

17. Subject to Clause 11, for every valid Online Claim Form received the Claimant will receive the Cash Back amount ("Cash Back amount") that corresponds to the model number of the Eligible Magimix Products listed in Clause 16 above.

18. Claimants who have provided a valid email address and valid Online Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer. Email notification will be sent to Claimants via provided email address.

19. The Cash Back amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

## **LIABILITY**

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. Except for any liability that cannot be excluded by law, the Promoter and the Claimant excludes all liability for indirect, special or consequential, loss or damages (including loss of opportunity), arising in any way out of the Promotion, 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) 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; and
- d) Any tax liability incurred by a Claimant.

21. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or Claim Form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Claimant's or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.

22. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Magimix' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

## **PRIVACY**

23. The Promoter's collection, use and disclosure of Personal Information ("PI") is subject to Magimix' Privacy Policy (available at [www.magimix.com.au/content/7-privacy-policy](http://www.magimix.com.au/content/7-privacy-policy)) and is incorporated into this agreement. The Promoter collects PI in order to conduct the Promotion, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. Receipt of the Cash Back is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form

being entered into a database, of Magimix Australia Pty Ltd and/or its affiliate companies and this information may be used in any media, for future promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Claimant, without any further reference or payment or other compensation to the Claimant. All PI of the Claimant will be stored by Magimix Australia Pty Ltd and/or its affiliate companies and is subject to Magimix Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Magimix Privacy Policy website. Each Claim Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.

#### **PROMOTER**

24. The Promoter is Magimix Australia Pty Ltd (ABN 84 620 840 459) of 3/43 Herbert Street, Artarmon NSW 2064 ("Promoter").

For more information about this Promotion, email [info@magimix.com.au](mailto:info@magimix.com.au) or visit [www.Magimix.com.au](http://www.Magimix.com.au)