

Terms and Conditions

Smeg Mother's Day Stand Mixer Bonus Offer

Promotional Period: 1 April 2022 to 8 May 2022

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this Smeg Mother's Day Stand Mixer Bonus Offer ("The Offer") is deemed acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid.
 2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg") of 2-8 Baker Street Botany, NSW, 2019.
 3. The Promotion commences at 9:00 am (AEST) on Friday, 1 April 2022, and closes at 11:59 pm (AEST) on Sunday, 8 May 2022 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
 4. The Offer must be claimed as a separate redemption to any other offer available at the time.
 5. Normal manufacturer's warranty conditions apply.
 6. The Offer is only valid for purchases made in Australia from an authorised dealer.
 7. The Offer is only available on purchases that have been paid for in full during the promotional period.
 8. The Offer is NOT available on sales which have been reserved with a deposit.
 9. The Offer is only valid for participating products only, purchased from a Smeg authorised retailer displaying advertising for the promotion in store during the promotional period commencing during the promotional period.
 10. The Offer is: Purchase any Smeg Stand Mixer and receive:
 - a. A 'Pamper Gift Card' ("Gift") to the value of \$150
- † IMPORTANT NOTE:
- Only one claim per household.
11. The promoter reserves the right to substitute The Offer with an alternative offer of equal or greater value.

12. The Offer is available for retail sales only from an authorised Smeg retailer.
13. The Offer is NOT available on the following sales:
- a. To any multi-residential project, new homes development sale, or any product purchased on a commercial invoice at commercial pricing;
 - b. Any product sold as a factory second, purchased from an auction house or purchased from a clearance centre.
 - c. Products purchased from any website which is not an authorised Smeg retailer website.
 - d. Product purchased on the Smeg Clearance website (www.shop.smeg.com.au)
14. The Offer is NOT transferable or exchangeable and cannot be taken as cash.
15. Employees and families of the promoter and its agencies are ineligible.
16. Eligibility:
- a. Be aged 18 years or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this promotion
 - b. The claimant be an Australian resident with an Australian postal address
 - c. The purchase must be made through an authorised Australian Smeg retailer
17. To register, customers must comply with the following process, during the Promotional Period, in order to claim:
- a. Purchase a Participating Product from a Participating Retail Store during the Promotional Period;
 - b. Visit the Website www.smegpromotions.com.au;
 - c. Follow the prompts to the claim form;
 - d. Input the requested personal details;
 - e. Input the requested purchase information;
 - f. Upload their Proof of Purchase issued by the Participating Retailer of purchase where prompted; and
 - g. Submit the fully completed claim form no later than 11:59pm (AEST) on Sunday the 5th of June 2022.
18. Every valid claim received will be awarded a Pamper Gift Card valued at \$150.00. The Promoter will award the Gift to all eligible Claimants who purchased any Participating Product during the Purchase Period and complied with these terms and conditions. The Gift will be digitally delivered to the Claimant within (7) business days.
19. Claimants must retain their original purchase receipt(s) ("Proof of Purchase") 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 the invalidation of the redemption and forfeiture of any right to The Offer.

20. Gift Cards are subject to the relevant Gift Card supplier's conditions, including the following conditions which apply to Gift Cards:

This Card is issued by Vii Pty Ltd ABN 83 619 963 263 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. Vii Pty Limited ("Vii") is the issuer of the Card and authorises The Card Network ("TCN") Pty Ltd ABN 87 626 501 568 to distribute the Card.

- a. Using the Card, you agree to be bound by these Terms and Conditions. You must give these conditions to the user of the Card if that is not you. The Card remains our property.
- b. This Card is a gift card that can be used for electronic transactions, to purchase goods and services with "EFTPOS" facilities who accept gift cards. This card cannot be redeemed online.
- c. The Card will need to be activated once received. The card is valid from the date of activation. The relevant expiry period is printed on the back of your card. It is your responsibility to be aware of the expiry date.
- d. The Card cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
- e. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
- f. Gift Cards cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments
- g. The Gift Card will not be replaced if misused, lost, stolen or damaged.

21. Redemption of the Pamper Gift Card is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. The Pamper Gift Card requires activation within 60 days from the date of issue.

22. Any ancillary costs associated with redeeming a Pamper Gift Card are not included. Any unused balance of a Pamper Gift Card will not be awarded as cash. Redemption of a Pamper Gift Card is subject to any terms and conditions of the issuer including those specified on the Pamper Gift Card.

23. Incomplete or indecipherable claims will be deemed invalid.

24. The Promoter reserves the right to verify the validity of all registrations and disqualify any claimant for tampering with the registration process or for submitting a warranty, which is not in accordance with these terms and conditions.

25. The Promoter accepts no responsibility for illegible, late, lost or misdirected registrations.

26. Incomplete, indecipherable or illegible claims will be deemed invalid. Any incorrect details submitted may render the corresponding claim invalid.

27. The Promoter's decision is final, and no correspondence will be entered into in relation to any such decisions.

28. Any tax liability arising because of accepting redemption amounts is the responsibility of the claimant.
29. 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 online registration form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, 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 the Offer.
30. To the extent permitted by law, in consideration for the Promoter accepting the claimant's claim registration, the claimant releases and forever discharges the Promoter from all actions, suits, proceedings, claims, demands, damages, penalties, costs or expenses (Claims) that the claimant may have or may have had but for this release arising from or in connection with any claimant's participation in the Offer and acceptance and use of the redemption amount. The claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any Claim by any person (including but not limited to other claimants who participate in the Offer), arising because of or in connection with the claimant's participation in the Offer.
31. If the 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law:
- a. to disqualify any claimant; or
 - b. to modify, suspend, terminate or cancel the Offer (or any part of the Offer).
32. Nothing in this agreement limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States 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, affiliated companies, 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. If the Promoter can limit the claimant's remedy for a breach of a Non-Excludable Guarantee, the liability of Promoter (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:
- a. In the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or

- b. In the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
33. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at www.smeg.com.au) and is incorporated into this agreement. The Promoter collects PI to conduct the Offer, 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. The cash back is conditional on providing this PI and without this PI, Promoter cannot process any claims. The claimant consents to the information they submit with their claim being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other correspondence to the claimant. All personal details of the claimants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.
34. Any costs incurred by the claimant associated with claiming the Offer, including accessing the Smeg website, telephone enquiries in relation to the Offer, and mailing any required documents are the sole responsibility of the claimant.

For further information, please contact Smeg on (02) 8667 4888