

## Terms and Conditions

### Q3 2022 Smeg Bean to Cup Bonus Offer

Promotional Period: 1st August to 4<sup>th</sup> September 2022

1. Information on how to claim and the offer form part of these Terms and Conditions ("Terms and Conditions"). Participation in the Q3 2022 Smeg Bean to Cup Bonus Offer ("The Offer") deems acceptance of these terms and conditions. Claimants must comply with these Terms and Conditions.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg")
3. The Promotion commences at 9:00am (AEST) on Monday the 1st of August and closes at 11:59pm (AEST) on Sunday the 4<sup>th</sup> of September 2022 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after Sunday the 2<sup>nd</sup> of October 2022 will not be accepted.
4. **The Offer** is only valid for purchases in Australia.
5. **The Offer is:** Purchase any Smeg Bean to Cup automatic coffee machine and receive a bonus set of 2x double walled espresso glasses and 1kg bag of Lavazza Intenso coffee beans ("Gift")
  - a. Eligible models: BCC01BLMAU, BCC01RDMAU, BCC01TPMAU, BCC01WHMAU, BCC02BLMAU, BCC02RDMAU, BCC02TPMAU, BCC02WHMAU
6. Limit on one (1) offer per household applies.
7. Normal manufacturer's warranty conditions apply.
8. **The Offer** does not include the following products:
  - a. Complementary products or accessories
  - b. Any factory second or items purchased from an auction house
  - c. Display models
  - d. Clearance items
9. Any costs, fees, expenses, or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other costs that is, at the determination of the Promoter is its absolute discretion, additional or ancillary to the models listed above.
10. To be eligible for this offer, each claimant must:
  - a. Be an Australian resident currently living in Australia with an Australian residential and postal address
  - b. 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
  - c. Be the end user of the participating products, meaning the claimant must purchase the participating product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use

- d. Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing
11. The Promoters decision is final, and no correspondence will be entered into in relation to any such decision.
12. To register, customers must comply with the following process, during the Promotional Period, in order to claim:
- a. purchase a Participating Product during the Promotional Period;
  - b. visit the website [www.smegpromotions.com.au](http://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 2<sup>nd</sup> of October 2022. STRICTLY NO REDEMPTIONS WILL BE PROCESSED AFTER THIS DATE.
  - h. On claim validation, follow the prompts to delivery address confirmation form;
  - i. submit the fully completed delivery address confirmation form no later than 11:59pm (AEST) on Sunday the 9<sup>th</sup> of October 2022.
13. Every valid claim received will be awarded a Gift. The Promoter will award a Gift to all eligible Claimants who purchased any Participating Product during the Purchase Period and complied with these terms and conditions. Gifts will be awarded within twenty-eight (28) business days of verification to the Claimant's nominated delivery address for fulfilment.
14. 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.
15. 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.
16. The Promoter accepts no responsibility for illegible, late, lost or misdirected registrations.
17. Incomplete, indecipherable or illegible claims will be deemed invalid. Any incorrect details submitted may render the corresponding claim invalid.
18. The Promoter's decision is final, and no correspondence will be entered into in relation to any such decisions.
19. Any tax liability arising because of accepting redemption amounts is the responsibility of the claimant.
20. 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 any website,

including any injury or damage to the Claimants or any other persons computer related to, or resulting from, participation or downloading any materials in connection with **the Offer**.

21. If a Participating Product is returned for a refund, exchange, or purchase is not finalised, **the Offer** is disqualified for the product in question and the claimant will not be refunded that portion of the return price.
22. Any costs associated with this Promotion is each claimant's responsibility. All other ancillary costs including but not limited to insurance, taxes (excluding GST) and all other expenses are the responsibility of the Claimant. The Promoter makes no guarantee of the availability of its web services and not be held responsible for any interruption of service that may interfere with a claimant's ability to participate in this Promotion.
23. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its 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.
24. Nothing in this agreement 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 Investment Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia. 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 is able to limit the claimants remedy for a breach of a Non-Excludable Guarantee, the liability of the 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 good, the replacement of the good 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 services again, or the payment of the cost of having the services supplied again.
25. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at [smeg.com.au](http://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 promotion is conditional on providing this PI and without this PI, the 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.

For consumer enquiries, please contact:

**SMEG AUSTRALIA**

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