

SMEG X FERRERO ROCHER WIN A FRIDGE PROMOTION

Terms and Conditions

Promoter	Smeg Australia Pty Ltd (ABN 33 146 901 082), 2-8 Baker Street, Banksmeadow NSW 2011.
Competition Period	9am (AEST) on 29/09/2022 to 11.59pm (AEDT) on 30/11/2022.
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in participating Harvey Norman, Joyce Mayne, Domayne, The Good Guys, David Jones, Myer, Bing Lee, Spartan Electrical, Retravision, Whitfords, Betta, Kitchen Warehouse, TVSN, Peters of Kensington, Appliances Online, Winning Appliances, Qantas and Flybuys stores (including online) which are displaying promotional material (Stores) in Australia.
Website	www.winafab28promo.com.au
Qualifying Purchase	<p>Any Smeg Kettle and any Smeg toaster (in one transaction).</p> <p>Participating Kettle/Toasters include:</p> <p><u>2 SLICE TOASTERS</u></p> <ul style="list-style-type: none"> • TSF01BLAU-TOASTER 50's STYLE 2 SLICE BLACK • TSF01CRAU-TOASTER 50's STYLE 2 SLICE CREAM • TSF01PBAU-TOASTER 50's STYLE 2 SLICE PASTEL BLUE • TSF01PGAU-TOASTER 50's STYLE 2 SLICE PASTEL GREEN • TSF01PKAU-TOASTER 50's STYLE 2 SLICE PASTEL PINK • TSF01RDAU-TOASTER 50's STYLE 2 SLICE RED • TSF01WHAU-TOASTER 50's STYLE 2 SLICE WHITE • TSF01SSAU-TOASTER 50's STYLE 2 SLICE POLISHED S.S • TSF01BLMAU-TOASTER 50's STYLE 2 SLICE MATTE BLACK • TSF01WHMAU-TOASTER 50's STYLE 2 SLICE MATTE WHITE • TSF01CHMAU-TOASTER 50's STYLE 2 SLICE MATTE CHAMPAGNE • TSF01RGAU-TOASTER 50's STYLE 2 SLICE ROSE GOLD • TSF01GOAU-TOASTER 50's STYLE 2 SLICE GOLD <p><u>2 SLOT LONG SLOT TOASTERS</u></p> <ul style="list-style-type: none"> • TSF02BLAU-TOASTER 50's STYLE 4 SLICE BLACK • TSF02CRAU-TOASTER 50's STYLE 4 SLICE CREAM • TSF02PBAU-TOASTER 50's STYLE 4 SLICE PASTEL BLUE • TSF02PGAU-TOASTER 50's STYLE 4 SLICE PASTEL GREEN • TSF02PKAU-TOASTER 50's STYLE 4 SLICE PINK • TSF02RDAU-TOASTER 50's STYLE 4 SLICE RED • TSF02WHAU-TOASTER 50's STYLE 4 SLICE WHITE • TSF02SSAU-TOASTER 50's STYLE 4 SLICE POLISHED S.S

4 SLICE TOASTERS

- TSF03BLAU-TOASTER 50's STYLE 4 SLOT BLACK
- TSF03CRAU-TOASTER 50's STYLE 4 SLOT CREAM
- TSF03PBAU-TOASTER 50's STYLE 4 SLOT PASTEL BLUE
- TSF03PGAU-TOASTER 50's STYLE 4 SLOT PASTEL GREEN
- TSF03PKAU-TOASTER 50's STYLE 4 SLOT PINK
- TSF03RDAU-TOASTER 50's STYLE 4 SLOT RED
- TSF03WHAU-TOASTER 50's STYLE 4 SLOT WHITE
- TSF03SSAU-TOASTER 50's STYLE 4 SLOT POLISHED S.S

STANDARD KETTLES

- KLF03BLAU-KETTLE 50's STYLE BLACK
- KLF03CRAU-KETTLE 50's STYLE CREAM
- KLF03PBAU-KETTLE 50's STYLE PASTEL BLUE
- KLF03PGAU-KETTLE 50's STYLE PASTEL GREEN
- KLF03PKAU-KETTLE 50's STYLE PASTEL PINK
- KLF03RDAU-KETTLE 50's STYLE RED
- KLF03WHAU-KETTLE 50's STYLE WHITE
- KLF03SSAU-KETTLE 50's STYLE POLISHED S.S
- KLF03WHMAU-KETTLE 50's STYLE MATTE WHITE
- KLF03BLMAU-KETTLE 50's STYLE MATTE BLACK
- KLF03CHMAU-KETTLE 50's STYLE MATTE CHAMPAGNE
- KLF03RGAU-KETTLE 50's STYLE ROSE GOLD
- KLF03GOAU-KETTLE 50's STYLE GOLD

MINI KETTLES

- KLF05BLAU-MINI KETTLE 50's STYLE BLACK
- KLF05CRAU-MINI KETTLE 50's STYLE CREAM
- KLF05PBAU-MINI KETTLE 50's STYLE PASTEL BLUE
- KLF05PGAU-MINI KETTLE 50's STYLE PASTEL GREEN
- KLF05PKAU-MINI KETTLE 50's STYLE PINK
- KLF05RDAU-MINI KETTLE 50's STYLE RED
- KLF05WHAU-MINI KETTLE 50's STYLE WHITE

VARIABLE TEMP KETTLES

- KLF04BLAU-BLACK VARIABLE TEMP.KETTLE 50's STYLE
- KLF04CRAU-CREAM VARIABLE TEMP.KETTLE 50's STYLE
- KLF04PBAU-P/BLUE VARIABLE TEMP.KETTLE 50's STYLE
- KLF04PGAU-P/GREEN VARIABLE TEMP.KETTLE 50's STYLE
- KLF04PKAU-PINK VARIABLE TEMP.KETTLE 50's STYLE
- KLF04RDAU-RED VARIABLE TEMP.KETTLE 50's STYLE

	<ul style="list-style-type: none"> • KLF04WHAU-WHITE VARIABLE TEMP.KETTLE 50's STYLE • KLF04SSAU-S/STEEL VARIABLE TEMP.KETTLE 50's STYLE
Entry instructions	<p>To enter, you must, during the Competition Period:</p> <p>(a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and</p> <p>(b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the products purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>
How many winners will there be and how will they be chosen?	<p>There will be 1 winner determined in respect of this competition.</p> <p>There will be 1 draw conducted.</p> <p>The draw will be held at 10am (AEDT) on 06/12/2022 at D2C Pty Ltd, Suite 2.03, 76a Edinburgh Road, Marrickville NSW 2204.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>
What can I win?	<p>There is 1 prize available.</p> <p>The prize is valued at \$4,502 and includes:</p> <ul style="list-style-type: none"> • a white Smeg FAB28 refrigerator (FAB28RWH3AU), valued at \$2,390; • 96 x Ferrero Rocher 30 Piece chocolate gift boxes, valued at \$2,112. <p>The Ferrero Rocher part of the prize will not all be delivered at once to the winner. 8 x Ferrero Rocher gift boxes will be awarded to the winner's nominated Australian residential address once a month, over a period of 12 months.</p>
Total prize pool	The total prize pool is \$4,502.
How many times can I enter?	You can enter multiple times provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	The winner will be notified by phone and in writing within two business days of determination and will have their name and state/territory of residence published on the Website on 07/12/2022 for a period of 28 days.
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • original itemised purchase receipt(s). <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
Unclaimed prize	<p>Prize claim date: 5pm (AEDT) on 20/01/2023.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 21/01/2023 at the same location as the original draw.</p> <p>If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the</p>

	<p>prize. Any winner will be informed by phone and in writing within two business days of determination and will also have their name and state/territory of residence published on the Website on 21/01/2023 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 21/02/2023.</p>
Collection and use of your personal information	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as Australia and Italy.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth).</p> <p>The Promoter's Privacy Policy (see www.smeg.com.au/privacy-policy) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP22/01767</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

General

- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;

- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 10 By entering, you request that your full address not be published.
- 11 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 12 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 16 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.