

# Kenwood Mother's Day Gift with Purchase Promotion 2022 - Terms & Conditions

22/02/2022

- 1) Information on how to enter this Promotion and details form part of these Terms and Conditions of entry (**Terms**). These Terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
- 2) The promoter is De'Longhi Australia Pty Ltd (ABN 49 104 012 857) of Nexus Industry Park, Building 3A, 43 Lyn Parade, Prestons NSW 2170, Australia (**Promoter**).
- 3) A Participant is any person who applies for a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available Rewards or applying for a Reward.
- 4) The Promotion will be open from 12:00am Australian Eastern Daylight Savings Time 01/04/2022 and will close on 11:59pm Australian Eastern Standard Time on 31/05/2022 (**Promotion Period**) or while stocks last. De'Longhi Australia Pty Ltd will accept valid claims for products purchased up to 7 days prior to the start date (Purchases made 25/03/2022-31/03/2022).
- 5) All valid product registrations must be received and finalised by 14/06/2022 (including provision of proof of purchase).
- 6) Entry is open to Australian residents aged 18 years and over (**Eligible Entrants**).
- 7) Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of the Reward), and their immediate families, are not eligible to enter. By entering this Promotion you represent that you are eligible to enter.
- 8) A Participant must have purchased one of the following Kenwood Bench Mixers, in order to apply for the specific Reward relating to that product. Bonus offers for promotional period (Reward) is:

Bonus Pack and Contents:	Eligible Models:
<b>Kenwood Cake Decorating Kit valued at \$230.00 RRP</b>	KVL6100T Chef Sense XL  KVL65001WH Titanium Chef Baker XL White  KVL8300S Titanium Chef XL  KVL85004SI Titanium Chef Baker XL Silver
<b>Kenwood Cake Decorating Kit and Lasagna Roller Attachment, valued at \$429.00 RRP</b>	KWL90004SI Titanium Chef Patissier XL
<b>Kenwood Cake Decorating Kit and Food Processor Attachment, valued at \$459.00 RRP</b>	KCL95004SI Cooking Chef XL

(a) that product must have been purchased from a Participating Reseller as defined by the Promoter; (b) the product must have been paid for in full by the Participant within the Promotional Period in which the Participant is applying for a Reward (c) the Participant may only make one Reward application in respect of that product; and (d) the Participant must immediately return any Reward they receive in connection with that product to the Promoter

if they return the product for a refund or credit. Additionally, the Promoter is not responsible for any person or store which misrepresents itself as an Authorised Reseller or incorrectly claims that Rewards are available in respect of a product where no such Rewards are available. Any purchase from a person incorrectly or fraudulently claiming to be an Authorised Reseller will not qualify a Participant to apply for a Reward. Additionally, any corporate order made through the Promoter or other channels will not qualify a Participant to apply for a Reward. A Participating Reseller does not include a retailer who only operates online stores without bricks and mortar. However, purchases made through [www.amazon.com.au](http://www.amazon.com.au) are valid and will be accepted. For this promotion, purchases made through [www.delonghi.com.au](http://www.delonghi.com.au) are not valid. Purchases must be made within the Promotional Period.

9) An Authorised Reseller is classified as one of the below Australian retailers for this promotion:

Amazon	E&S Trading	Peters of Kensington
Appliances Online	Flybuys	Qantas
Betta Electrical	Good Guys	Radio Rentals Group
Bi Rite	Harris Scarfe	Radio Rentals NSW
Billy Guyatts	Harvey Norman	Retravision Group
Bing Lee	JB Hi Fi	Spartan
Camberwell Electrics	Joyce Mayne	Status Plus
Casa Bottega	Kambos	The Re Store
CatchOfTheDay	Kitchen Warehouse	Trade Secret
Costco	Kogan Appliances	W. Coogan & Co
David Jones	Leading Appliances	Whitfords of Five Do
Domayne	Mitchell & Brown	Williams Sonoma
Dorsett Retail	Myer	Winning Appliances

10) Offer not valid on commercial sales, staff purchases, second-hand purchases, clearance lines and trade seconds products, retail staff discount offers, or on purchases made from a mass merchant retailer.

11) Multiple claims/entries are permitted, subject to the following: a. only one (1) claim/entry permitted per specified purchase. b. each claim/entry must be submitted separately and in accordance with the claim/entry requirements. c. limit of one (1) Reward awarded per eligible claim/entry. The Promoter's decision is final and no correspondence will be entered into.

12) Participants who are eligible to apply for a Reward will only receive that Reward if they fulfil each of the Reward Criteria for that Reward, including by applying for that Reward within the time period required by the Promotional Website and in the manner required by the Promotional Website and these terms and conditions. Any application for a Reward that fails to meet these requirements will be deemed invalid. Applications will also be deemed invalid if they are incomplete, incorrect or incomprehensible, or if they are stolen, forged, mutilated or tampered with in any way.

13) The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.

14) Where a Participant's application for a Reward is successful, the Promoter will dispatch that reward up to 12 weeks from the date of validation. If a bonus Gift is unavailable, the Promoter, in its absolute discretion, may substitute that Gift with a gift of equal value and/or specification. Each Gift is not transferable or exchangeable and cannot be redeemed for cash.

15) Reward applications will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Participants may only apply for Rewards in their own name and using their own personal details, and may only provide their own address and account details in their application for the receipt of a Reward. Additionally, a person must not apply for a Reward to which another person is entitled, whether on their

behalf or otherwise. The Promoter takes the issue of fraud very seriously, and reserves the right to deem invalid and report to the police and/or other appropriate authorities any applications for Rewards which it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to apply for Rewards or enter details into the Promotional Website is prohibited.

- 16) The Promoter reserves the right, at any time, to verify the validity of applications and Participants (including a Participant's identity, age, place of residence, address or account details (as applicable) for the receipt of the Rewards and, where applicable, proof of purchase). Proof of identity, age, residency, address or account details and purchase considered suitable for verification is at the discretion of the Promoter.
- 17) The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 18) 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 19) The Promoter will make reasonable efforts to deliver the Reward(s) to successful Participant(s). Any part of any Reward that is not taken for any reason is forfeited. Any taxes which may be payable as a consequence of a Participant receiving a Reward are the sole responsibility of the Participant.
- 20) 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, Reward suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By entering, Eligible Entrants consent to the Promoter, for an indefinite period, unless otherwise advised, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Eligible Entrants should direct any request to access, update or correct information by contacting the Promoter via the Contact Us link on our website <https://www.delonghi.com/en-au/customer-support/contact-us>. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the Promoter's Privacy Policy, available at <http://www.delonghi.com/en-au/legal/privacy-policy-au>.
- 21) The Promoter may change these terms and conditions from time to time in its discretion, by posting the revised terms and conditions (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By applying for a Reward or entering details into the Promotional Website, Participants are deemed to have accepted the version of these terms and conditions that applies at that time.
- 22) The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
- 23) The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting the Reward, except for any liability which cannot be excluded by law.

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