

## Smeg Australia Pty Ltd Terms and Conditions

### 10% CASHBACK OFFER

**Purchase Start Date:"[1 October 2016]" to Purchase End Date:"[30 November 2016]"**

1. These Terms and Conditions, together with the Smeg Privacy Policy which is incorporated by reference into these Terms and Conditions (and available at <http://www.smeg.com.au/privacy/> ), and the online registration form contain the entire understanding and agreement between the Promoter and you in relation to the 10% CASHBACK OFFER (the **Offer**). Information on how to register your Offer forms a part of these Terms and Conditions.

2. The Promoter is Smeg Australia Pty Ltd, 2-8 Baker Street, Banksmeadow NSW 2019 (02) 8667 4888 ABN 33 146 901 082 (the **Promoter**).

3. The **10% CASHBACK OFFER** may NOT be used in conjunction with any other offer. Where existing POS is displayed in store for Bonus offers during the same period, the customer is able to choose either this 10% Cashback offer, or the advertised bonus offers.

4. This **10% CASHBACK OFFER** is only valid for selected Smeg-branded products only, purchased from a Smeg authorised retailer displaying advertising for the promotion in store, or from a Smeg authorised online dealer during the Promotional Period.

5. This **10% CASHBACK OFFER** is only valid for purchases made in Australia.

6. This **10% CASHBACK OFFER** is only available on purchases that have been paid for in full at the time of The Offer during the Promotional Period. The Offer is NOT available on sales which have been reserved with a deposit.

7. This Smeg **10% CASHBACK OFFER** is available with purchases of Smeg-branded products only purchased in a single transaction. To *qualify* for the promotion, the combination of products purchased must include either:

- a) Any Smeg built-in oven plus any Smeg cooktop plus any Smeg Rangehood; or
- b) Any Smeg freestanding cooker plus any Smeg Rangehood

These combinations of products must be reached in a single transaction, on a single day within the promotional period.

8. The **10% CASHBACK OFFER** reward is:

**10% CASHBACK OF THE TOTAL CUSTOMER PURCHASE PRICE<sup>†</sup> INCLUDING GST OF SMEG QUALIFYING COOKING APPLIANCES WITHIN ONE ELIGIBLE TRANSACTION.**

**PLUS 10% CASHBACK OF THE TOTAL CUSTOMER PURCHASE PRICE<sup>†</sup> INCLUDING GST OF ANY ELIGIBLE SMEG MAJOR APPLIANCES INCLUDED IN THE QUALIFYING TRANSACTION**

<sup>†</sup>The customer purchase price excludes installation costs, delivery fees, accessories, spare parts and other costs/fees imposed by the retailer or any other person.

Appliances eligible for the 10% Cashback Offer include:

- Any Smeg 60cm, 60cm double, 70cm, 90cm built in oven
- Any Smeg 45cmH Compact
- Any Smeg freestanding cooker

- Any Smeg cooktop
- Any Smeg rangehood
- Any Smeg dishwasher
- Any Smeg microwave oven
- Any Smeg side-by-side refrigerator\*

No other appliances are eligible for the 10% CASHBACK

e.g. Appliances NOT eligible for the 10% Cashback offer:

- \* Smeg FAB retro refrigeration
- Smeg Small Appliances
- Smeg sinks and taps
- Smeg accessories
- Smeg laundry

9. The Promoter reserves the right to substitute the offer with an alternative offer of equal or greater value.

10. This **10% CASHBACK OFFER** is available for retail sales only. It is not available to any multi-residential project, or new homes development sale, so is not available for any product purchased on a commercial invoice at commercial pricing. It is not available for any product sold as a factory second or purchased from an auction house, or purchased from any website which is not an authorised Smeg dealer.

11. Personal shoppers only. Offer is not transferable or exchangeable and cannot be taken as cash.

12. Employees and families of the Promoter and its agencies are ineligible.

13. To register, customers must go to <http://www.smegpromotions.com>, select the **10% CASHBACK OFFER** and follow the prompts to complete the online registration form. Customers must also upload or post:

**A COPY OF ITEMISED INVOICE AND FULLY-PAID RECEIPT, VERIFYING THE PURCHASE.**

Proof of purchase must clearly show qualifying products purchased, the purchase price and date of purchase.

14. A copy of the itemised invoice and fully-paid receipt can be provided in either of the following ways:

- scan and upload during the registration process or by logging in [here](#); or
- scan and email to [redemptions@smeg.com.au](mailto:redemptions@smeg.com.au); or
- photocopy and post to:

**10% CASHBACK OFFER**  
Smeg Australia Pty Ltd  
2-8 Baker Street  
BANKSMEDOW NSW 2019

15. The claim registration and copy of fully-paid receipt, must be received by Smeg Australia Pty Ltd **ON OR BEFORE 31 DECEMBER 2016** STRICTLY NO REDEMPTIONS WILL BE PROCESSED AFTER THIS DATE.

16. Once the registration has been received an email from [redemptions@smeg.com.au](mailto:redemptions@smeg.com.au), will be sent acknowledging the receipt of your registration. This email will issue you with a **unique customer number**. If no email address has been provided, acknowledgement of receipt of your registration will be notified by post.

IMPORTANT: Please make a note of this number and keep it in a safe place as you will need it to track your claim.

When your claim has been verified against the receipt details, another email will be sent confirming approval of your registration. If no email address has been provided, confirmation and approval of your registration will be notified by post. Please allow four (4) weeks from the date of the receipt of your invoice for notification of approval.

17. Please allow four (4) weeks from the date of approval by the Promoter for delivery to redeemers nominated delivery address. The redemption will be delivered anywhere within Australia and no goods will be held after the twelve (12) week delivery period.

18. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may result in the invalidation of the redemption and forfeiture of any right to The Offer.

19. 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.

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

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

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

23. Any tax liability arising as a result of accepting redemption amounts is the responsibility of the claimant.

24. 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.

25. 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 as a result of or in connection with the claimant's participation in the Offer.

26. 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).

27. 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 is able to 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.

28. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at [www.smeg.com.au](http://www.smeg.com.au)) and is incorporated into this agreement. The Promoter collects PI in order 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.

29. 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.

[Register Redemption >](#)