

## Terms and Conditions

### 21H2 Smeg Opera Cooker Bonus Offer

Promotional Period: 24<sup>th</sup> December 2021 to 31<sup>st</sup> March 2022

1. Information on how to claim and the offer form part of these Terms and Conditions (“Terms and Conditions”). Participation in the 2021H2 Smeg Opera Cooker 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 Friday the 24<sup>th</sup> of December 2021 and closes at 11:59pm (AEST) on Thursday the 31<sup>st</sup> of March 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** is only valid for purchases in Australia.
5. **The Offer is:** Purchase a Smeg Opera freestanding cooker (A1PYID-9, A1XPY-9, A3AU-81, A5AU-81) and receive a \$1000 digital eftpos gift card via redemption at [www.smegpromotions.com.au](http://www.smegpromotions.com.au)
6. Limit on one (1) offer per household applies.
7. For the purposes of these Terms and Conditions:
  - a. “Participating Retail Store” means any one of the Australian retail stores that is authorised by Smeg to sell Participating Products and has been invited by the Promoter to participate in the Promotion. Please contact the store prior to purchase to confirm eligibility;
  - b. “Participating Product” means any of the Smeg products listed by model name and number that are supplied by Smeg in Australia and sold by a Participating Retail Store;
  - c. All colours are applicable to the promotion.
8. Normal manufacturer’s warranty conditions apply.
9. **The Offer** does not include the following products within the Opera range:
  - a. wholesale complementary products or accessories
  - b. Any factory second or items purchased from an auction house
  - c. Display models
  - d. Clearance items or purchased from [www.shop.smeg.com.au](http://www.shop.smeg.com.au)
10. 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.
11. 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
  - e. Pay a 30% deposit to secure the order.
12. The Promoters decision is final, and no correspondence will be entered into in relation to any such decision.
13. 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**.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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**

**Ph: 02 8667 4888**

**E: [info@smeg.com.au](mailto:info@smeg.com.au)**