

FOODSAVER MONEY BACK GUARANTEE

TERMS AND CONDITIONS

HOW TO CLAIM

1. Try FoodSaver vacuum sealers VS1300, VS4500, VS6100, VS7800, VS7850 & VS9000, and if you're not satisfied with your purchase, we'll refund your money within 60 days.
2. To claim, individuals must visit www.foodsaver.com.au/mbg follow the instructions on screen where they will be required to download and fill out the claim form including, in full, a reason for returning their products. Claims must be submitted within the first 60 days of purchase as indicated on their original purchase receipt.
3. Any claims submitted more than 60 days after purchase, will be deemed invalid. Copies of receipts which are submitted to support a claim must include: eligible product/s, date of purchase and receipt number.

TERMS AND CONDITIONS

1. Information on how to claim your 'Money Back' forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Offer commences at 00:01am AEST on 01.02.20 and ends for purchases at 11:59pm AEST on 01.02.21 ("Offer Period"). Final claims must be received by 11.59pm AEST on 1.04.21.
3. Claims are only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Incomplete, indecipherable or illegible claims will be deemed invalid.
7. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per FoodSaver product per household; and (b) each claim must be submitted separately and in accordance with claim requirements.
8. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. 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, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to receive 'Money Back'. Purchase receipt(s) must clearly specify the store of purchase, that the purchase was made during the Promotional Period but prior to claim, and the total dollar value of the FoodSaver products purchased.
10. Every valid claim will be entitled to a refund of the FoodSaver product for the amount

shown in their original purchase receipt.

11. Every valid claim submitted in accordance to these Terms and Conditions will receive a refund in the form of a cheque. The total value of the cheque received will be based on the full purchase price as indicated on the purchase receipt. Refund does not include cost to cover the postage and handling of the product.
12. If a claimant returns an ineligible Sunbeam Product, the Promoter will not be responsible for covering the postage and handling costs associated with returning the product.
13. Claimants must ensure that all personal details provided are correct. The Promoter will not be responsible for a banking institution rejecting costs associated with locating any lost monies. Claimants must retain a copy of the original purchase receipt(s) for all claims as proof of purchase. Failure to produce a proof of purchase for all claims when requested, may in the absolute discretion of the Promoter, result in the invalidation of ALL of a Claimant's claims and forfeiture of any right to a cheque. Purchase receipt(s) must clearly specify the national participating retailer of purchase and that the Qualifying Purchase was made during the Promotional Period but prior to claiming.
14. Successful claimants will be notified in writing via the email address provided to submit the claim.
15. Successful claimants must allow up to 28 days to receive their refund once validation of claim has occurred.
16. The Promoter's decision is final, and no correspondence will be entered into.
17. If this 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, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act 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, 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.
21. Except for any liability that cannot be excluded by law including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a claimant; or (e) use/redemption of a gift .

22. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.sunbeam.com.au/en/Content/Privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).
23. The Promoter is Sunbeam Corporation Ltd (ABN 45 000 006 771) of Unit 5 & 6, 13 Lord Street, Botany NSW 2019. Telephone 1300 881 861.