

## “WIN 1 of 10 YEAR’S SUPPLY OF MR CHEN’S PRODUCTS” PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to participate and the prize form 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. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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.
3. Promotion commences for purchases on 20/11/2023 and closes at 11:59pm AEST on 21/01/2024 (“Purchase Period”). The claim and entry period commences 20/11/2023 and closes at 11:59pm AEST on 4/02/2024 (“Claim/Entry Period”).
4. To be eligible to enter, individuals must spend \$99 (including GST) or more on Tefal product/s (excluding Jamie Oliver by Tefal products) in a single transaction from an Authorised Retailer nationally during the Purchase Period (“Qualifying Transaction”). An Authorised Retailer is any retailer that stocks Tefal products and displays advertising material for this promotion (“Authorised Retailer”).
5. To enter visit [tefal.com.au/specialoffers](https://tefal.com.au/specialoffers), follow the prompts to the promotion entry page, input the requested details (including full name, address and email address), upload a copy of the purchase receipt for the Qualifying Transaction and submit the fully completed entry form during the Claim/Entry Period.
6. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent on Tefal product/s over \$99 (including GST) in that transaction); and (b) each entry must be submitted separately and in accordance with claim requirements.
7. Entrants should add [gsaupromotions@groupeseb.com](mailto:gsaupromotions@groupeseb.com) to their contacts list for their email account and check their junk/spam folder to ensure they receive the Promoter’s email that contains instructions on how to redeem a prize. Winners are responsible for checking their emails and locating any communications from the Promoter in order to claim a prize. The Promoter is not responsible for any winner’s failure to locate emails sent by the Promoter in relation to the claiming of a prize.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete or indecipherable entries will be deemed invalid.
10. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to entry.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

### **Draw**

12. All valid entries received during the Entry Period will be entered into a draw. The draw will take place at Groupe SEB Australia PTY Limited (ABN 40 081 605 889) Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113 on 6/02/2024 at 12:00pm (noon) AEST. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be announced online at [tefal.com.au](https://tefal.com.au) from 8/02/2024.
13. The first ten (10) valid entries drawn will each win a year's supply of Mr Chen's products valued at \$1,110.60. Chen Foods acting on behalf of Mr Chen's will contact winners to arrange the facilitation of the prize. The promotion consists of quarterly (every 3 months) giveaways. There will be ten (10) winners in total. Winners will receive a prize pack containing six (6) x Dumpling pack 700g valued at \$16.00 AUD RRP each, six (6) x Dumpling pack 550g valued at \$13.00 AUD RRP each, six (6) x Dumpling pack 240g valued at \$8.50 AUD RRP each, six (6) x Wet Noodles 200g valued at \$5.00 AUD RRP each, six (6) x Dry Noodles 300g valued at \$2.35 AUD RRP each and three (3) x Sauce 250ml product valued at \$2.85 AUD RRP each per quarter.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Winners of the prize draw must claim their prize one month from the prize draw date 06/02/2024.
16. Subject to the unclaimed prize draw clause 15, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that element of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$11,106. The prize, or any unused portion of the prize are not transferable or exchangeable and cannot be taken as cash.

19. A draw for the prize, if unclaimed, may take place on 6/03/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if any) will be notified in writing within two (2) business days of the draw and their name will be announced online at [tefal.com.au](http://tefal.com.au) from 8/03/2024.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner or a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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.
24. Except for any liability that cannot by law be excluded, 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 entry or prize claim 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
25. 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, prize and gift suppliers and, as required, to Australian regulatory authorities. 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 [legal.groupeseb.com/Core/AU/en/DU.html#policies](http://legal.groupeseb.com/Core/AU/en/DU.html#policies). 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. The Promoter may share your PI with their related bodies corporate and agents for the purposes outlined in its Privacy Policy. This may involve the transfer of your PI outside Australia.

26. The Promoter is Groupe SEB Australia Pty Limited (ABN 40 081 605 889) of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113. Telephone 1300 307 824.
27. Authorised under: NSW Authority No. TP/03076. ACT Permit No. TP 23/02185.1 and SA Permit No. T23/1693.