

## 20<sup>th</sup> Anniversary GWP Promotion

### TERMS AND CONDITIONS

1. Instructions on how to claim and the gift(s) 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. The Promoter is Groupe SEB Australia & New Zealand (ABN 40 081 605 889) of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113, telephone: 1300 307 824.
3. Claims are 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.
4. Promotion commences 15/09/2018 and closes at 11:59pm AEDST on 31/10/2018 ("Promotional Period"). The claim period commences 15/09/2018 and closes at 11:59pm AEDST on 14/11/2018 ("Claim Period").
5. Claims must be received within 14 days of purchase, within the Claim Period specified in clause 4.
6. To be eligible to enter and claim a gift, individuals must spend, in a single transaction, \$200 (excluding GST) or more on Tefal product/s during the Promotional Period ("Qualifying Transaction").
7. To enter and claim a gift, individuals must then visit <https://www.tefal.com.au/specialoffer>, follow the prompts to the promotion entry page, input the requested details (including their full name, address and email address), upload a copy of the purchase receipt for the Qualifying Transaction and submit the fully completed entry form within 14 days of purchase and during the Claim Period.
8. Entrants must retain a copy of their purchase receipt as proof of purchase. Failure to produce the proof of purchase 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(s) must clearly specify that at least \$200 (excluding GST) was spent on Tefal products and that the purchase was made during the Promotional Period but prior to entry.
9. Fully completed claims will then receive a single use promotion code per e-mail (on the e-mail address provided on the promotion entry page) to retrieve the gift of their choice on [tefalshop.com.au](http://tefalshop.com.au).

10. Multiple entries/claims permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent on Tefal products in excess of \$200 ex GST in that transaction); and (b) each entry/claim must be submitted separately and in accordance with entry requirements.
11. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
12. Incomplete or indecipherable claims will be deemed invalid. Please allow up to 8 weeks to receive the gifts from date of claim.
13. 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.
14. The Promoter's decision is final, and no correspondence will be entered into.
15. Every valid claim received will be awarded a gift of their choice from a selection of up to 10 TEFAL cookware products displayed on tefalshop.com.au valued between RRP \$39 and RRP \$299.
16. Products displayed on tefalshop.com.au are subject to change depending on their stock level. Participant will always have to choose from a selection of up to 10 Tefal cookware products.
17. If for any reason a/the claimant does not redeem the gifts by the time stipulated by the Promoter, then the gifts will be forfeited.
18. If the gifts are unavailable, the Promoter, in its discretion, reserves the right to substitute the gifts with a gift of the equal value and/or specification.
19. Gifts are not transferable or exchangeable and cannot be taken as cash.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Any cost associated with accessing the promotional website is the claimant'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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gifts.
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 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 [www.tefal.com.au/privacy](http://www.tefal.com.au/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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 will not disclose claimant's personal information to any entity outside of Australia.