

## **Jamie Oliver Mother's Day 2019 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. Claims are only open to Australian residents. Employees (and their immediate families) of the Promoter and participating retailers are not eligible to claim.
3. Promotion commences 01/04/2019 and closes at 23:59 AEDST on 31/05/2019 ("the Promotion Period"). The claim period commences 01/04/2018 and closes at 23:59 AEDST on 14/06/2018 ("the Claim Period").
4. Claims must be received within 14 days of purchase, within the claim period specified in clause 3.
5. To be eligible to enter and claim a gift, individuals must spend, in a single transaction, \$199 (including GST) or more on Jamie Oliver by Tefal product/s during the Promotional Period ("Qualifying Transaction").  
The individual will need to visit [tefal.com.au/special-offers](http://tefal.com.au/special-offers) and complete the claim form. The participant must complete the claim form by entering their details, answering all mandatory questions and submitting the completed form along with a copy of their proof of purchase (receipt). Claims received thereafter will not be eligible for the free gifts in accordance with clause 4. Claim forms sent via facsimile or any other method will not be accepted.
6. 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.
7. Claimants must retain the original receipt for proof of purchase. The Promoter reserves the right to request proof of purchase, and if the claimant does not provide proof of purchase upon request, the Promoter may decline to issue the gifts.
8. Incomplete, indecipherable, or illegible claims will be deemed invalid. Please allow up to 8 weeks to receive the gifts from date of claim.
9. Only one claim permitted per household.

10. 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.
11. The Promoter's decision is final, and no correspondence will be entered into.
12. Every valid claim received will be awarded the gift of a *SUPER FOOD Family Classics* cookbook by Jamie Oliver valued at \$49.95 RRP.
13. 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.
14. 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.
15. Gifts are not transferable or exchangeable and cannot be taken as cash.
16. 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.
17. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
18. 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.
19. 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.

20. 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.

21. The Promoter is Groupe SEB Australia Pty Ltd of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113. ABN 40 081 605 889.