

**GROUPE SEB JAMIE OLIVER BY TEFAL COOKWARE
2021 PROMOTION**

TERMS AND CONDITIONS

1. Instructions on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
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 10/10/2021 and all purchases must be made by 23:59 AEDST on 14/11/2021 (“the **Purchase Period**”). The entry period commences 10/10/2021 and all entries must be received by 23:59 AEDST on 21/11/2021 (“the **Entry Period**”).
4. To be eligible to enter, individuals must purchase any Jamie Oliver by Tefal cookware item/s (“the **Product**”) from Myer (“**Authorised Retailer**”) during the Purchase Period (“**Qualifying Transaction**”).
5. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of how many Products purchased in that transaction in excess of one (1); and (b) each entry must be submitted separately and in accordance with entry requirements. For the avoidance of doubt, if multiple Tefal products are purchased in a single Qualifying Transaction, the entrant is only entitled to one (1) entry for that Qualifying Transaction.
6. To enter, individuals must then visit <https://www.tefal.com.au/specialoffers>, 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 online entry form during the Entry Period.

Draw

7. All valid entries received during the Entry Period will be entered into a random draw. The random draw will take place at Groupe SEB Australia Pty Limited, Suite 4, Level 3, 2 Lyonpark Road, Macquarie Park NSW 2113, on 22/11/2021 at 12:00pm (noon) AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and their names will be announced online at www.tefal.com.au from 26/11/2021.

8. Prizes will be allocated as follows: The first five (5) valid entries randomly drawn will each win a double pass to attend an online cooking class, at the Jamie Oliver Cookery School as well as two (2) signed copies of the Jamie Oliver 'Together' Cookbook. Total prize is valued at AUD \$238.47. The online cooking class is scheduled to take place on 08/12/2021 at 6:30pm AEDST. Winners will be required to have their own access to a computer and the internet in order to participate/attend the online cooking class. Each winner will receive, by email, the details of the online cooking class and how to participate, prior to 08/12/2021. While it is not necessary, winners will be sent a prep sheet with a list of ingredients required should they wish to cook along during the online cooking class. Any costs associated with the purchase of those ingredients is not included and will be the responsibility of the winner and/or their companion. A prep sheet will be provided nearer the time containing an equipment list, substitutions for ingredients, along with some notes on setup/layout prior to online cooking class. The format is an Online Class hosted on Zoom. The Jamie Oliver Cookery School shall provide all allergen information but gives no guarantees that the cooking class will be suitable for particular health, dietary or allergy requirements. Individual recording of the online cooking class is prohibited.
9. Winners are encouraged to add 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.

General

10. The Promoter reserves the right, at any time, to verify the validity of entries and entrant's (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/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.
11. Entrants must retain 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 ALL of an entrant's entries and claims and forfeiture of any right to a prize or gift. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to entry.
12. Incomplete, indecipherable, or illegible entries will be deemed invalid.

13. 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.
14. The Promoter's decision is final, and no correspondence will be entered into.
15. If any **prize** (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. A draw for any unclaimed prizes may take place on 22/02/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be announced online at www.tefal.com.au from 01/03/2022.
18. 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.
19. 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.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. 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.

23. 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, unauthorized 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 or gift values to that stated in these Terms and Conditions; (e) if the online cooking class is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by an entrant; or (g) use of or participation in a prize.
24. 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. 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 will not disclose entrant's personal information to any entity outside of Australia.
25. The Promoter may also disclose PI to The Jamie Cookery School who may use the information for their own marketing purposes. For details on how PI will be handled by The Jamie Cookery School, entrants should view their privacy policy which is available at <https://www.jamieolivercookeryschool.com/privacy-policy>.
26. 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.