

**“TEFAL SPRING 2020 SHOP&WIN” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes 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 living in metro areas 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 stepchild (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 17/09/2020 and closes for purchases at 11:59pm AEDT on 30/10/2020 (“Purchase Period”). The claim and entry period commences 17/09/2020 and closes at 11:59pm AEDT on 13/11/2020 (“Claim/Entry Period”).
4. To be eligible to enter, individuals must purchase any Tefal product/s 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. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; 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 entry form during the Claim/Entry Period.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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 ALL of an entrant's entries 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.

10. 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.
11. The draw will take place at Groupe SEB Australia Pty Limited, Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113, on 18/11/2020 at 12:00pm (noon) AEDT. 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](http://www.tefal.com.au) from 20/11/2020.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Prizes will be allocated as follows:
  - a) The first valid entry drawn will win up to \$1,974.18 worth of HelloFresh products. The winner will receive a unique code that entitles them to six (6) months of a HelloFresh 2-person plan containing 3 recipes per week (for a total of 26 weeks). The winner will be able to choose their preference (either 'Meat & Veggies', 'Veggie', or 'Family'), as determined when redeeming their prize with HelloFresh. The prize includes free shipping on all orders. If the winner is a new customer, they will be subscribed to an ongoing weekly subscription at the end of the 26 weeks, which can be cancelled before the applicable cut-off time. If the winner fails to cancel their subscription before the cut-off time, they will be charged the regular subscription price for the HelloFresh plan they have been subscribed to. This code does not apply to any upgrades or add-ons. This code cannot be used in conjunction with any other HelloFresh offer. Full T&C's, cut-off times and delivery areas available online at <https://www.hellofresh.com.au/about/termsandconditions/>.
  - b) The next eighty (80) valid entries drawn will each win one (1) E4349024 Tefal French Heritage Cocotte valued at \$99.95. Winners will receive, by email, a unique coupon code to redeem their prize on [www.tefalshop.com.au](http://www.tefalshop.com.au). Codes will be valid until 28<sup>th</sup> of February 2021. Prizes will be delivered within 5-10 business days from redemption on [www.tefalshop.com.au](http://www.tefalshop.com.au).
14. Winners will receive instructions via email on how to redeem their prize and will be sent a unique code/coupon code within one (1) week of the announcement on the website. Entrants should add [gsaupromotions@groupeseb.com](mailto:gsaupromotions@groupeseb.com) to their contacts list and check their junk/spam folder to ensure the Promoter's email 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.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem a 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.

16. 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.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Any ancillary costs associated with redeeming a unique code or coupon code are not included. Any unused balance of the code will not be awarded as cash. Redemption of the code is subject to any terms and conditions of the issuer including those specified on the code.
19. Total prize pool value is \$9,970.18.
20. A draw for any unclaimed prizes may take place on 18/02/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners (if any) will be notified in writing within two (2) business days of the draw and their name will be announced online at [www.tefal.com.au](http://www.tefal.com.au) from 22/02/2021.
21. 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.
22. 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, pandemic, 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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.

26. 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.
27. 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 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 <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. Unless otherwise indicated by 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. The Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
28. 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.