

**“JAMIE OLIVER BY TEFAL 2019 DONATION” PROMOTION  
TERMS AND CONDITIONS**

1. Instructions on how to claim and the donation 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. Participation is only open to Australian and New Zealand residents. Individuals under 18 years old must have parental/guardian approval to participate and further, the parent/guardian of the individual must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this promotion.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin.
4. The promotion commences on 21/02/2019 and all purchases must be made by 11:59pm AEDST on 21/03/2019 (“**Purchase Period**”). Claims open at 12:01am AEDST on 21/02/2019 and final claims close at 11:59pm AEDST on 04/04/2019 (“**Claim Period**”). The Promoter may extend the promotion in its absolute discretion, however is under no obligation to do so. If an extension is made, an announcement will be made online at <https://www.tefal.com.au/specialoffers>.
5. To be eligible to participate and submit a claim for a donation to be made on their behalf, individuals must undertake the following steps:
  - Purchase any Jamie Oliver by Tefal Premium Stainless Steel or Premium Hard Anodized individual item or premium set at an authorised Tefal stockist during the Purchase Period (“**Eligible Purchase**”). A full list of authorised stockists is available online at <http://www.tefal.com.au/store-finder>;
  - Visit <https://www.tefal.com.au/specialoffers> and follow the prompts to the promotion entry page;
  - Input the requested details including their full name and the details of their Eligible Purchase including the Tefal product/s purchased;
  - Upload a copy of their purchase receipt clearly showing the Tefal product/s purchased, the authorized stockist purchased from and the date of purchase; and then
  - Submit the fully completed online claim form during the Claim Period.

Once validated by the Promoter, Claimants will be notified via email whether their claim has been successful.

6. The Promoter will make a donation to The Good Foundation on behalf of each claimant that submits a valid claim in accordance with these Terms and Conditions (each a “**Donation**”). The Donation amount will be in accordance with their Eligible Purchase as follows:
  - a. \$5 for a Jamie Oliver by Tefal Premium Stainless Steel or Premium Hard Anodized individual item; or
  - b. \$10 for a Jamie Oliver by Tefal Premium Stainless Steel or Premium Hard Anodized premium set.

The Donations will be tallied at the conclusion of the promotion and provided to The Good Foundation in a once off lump sum payment.

7. 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.
8. Incomplete or indecipherable claims will be deemed invalid.
9. Multiple claims are permitted, subject to the following: (a) only one (1) claim is permitted per Eligible Purchase receipt, regardless of the total amount of Eligible Purchases in that transaction; and (b) each claim must be submitted separately and in accordance with claim requirements.
10. Claimants must retain their purchase receipt(s) as proof of purchase and for the purposes of submitting a claim. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a donation (as defined below). Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claim.
11. 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.
12. The Promoter's decision is final and no correspondence will be entered into.
13. 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.
14. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
15. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("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.

16. 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; and (d) any tax liability incurred by a claimant.
17. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors and service providers. 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://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.
18. The Promoter is Groupe SEB Australia Pty Ltd (ABN: 40 081 605 889) of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park, 2113