

“CHRISTMAS CAMPAIGN 2018 GWP & CHANCE TO WIN” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter, the gifts 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. 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. 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.
4. Entries into the promotion open on 08/11/2018 and close at 11:59pm AEDT on 12/01/2019 (“**Promotional Period**”).
5. To be eligible to enter and claim a gift, individuals must spend, in a single transaction, \$200 (excluding GST) or more on Tefal products (excluding Jamie Oliver by Tefal Products) during the Promotional Period (“**Qualifying Transaction**”).
6. 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 during the Promotional Period.
7. 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 (excluding Jamie Oliver by Tefal products) and that the purchase was made during the Promotional Period but prior to entry.
8. 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.
9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. Every valid entry received during the Promotional Period will be awarded the gift of a Justine Schofield Simple Every Day Recipes book valued at \$34.99 (in addition to an entry into the draw).

13. The draw will take place at the Promoter's office, Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113 on 14/01/2019 at 10am 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 published online at <https://www.tefal.com.au/specialoffer> and the Tefal Facebook page <https://www.facebook.com/TefalAustralia> from 16/01/2019.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first ten (10) valid entries drawn will each win a double pass for two (2) people to a Justine Schofield cooking masterclass in Sydney, NSW on 02/02/2019 valued at \$770. For the removal of doubt, the prize includes the double pass only and the winner and his/her companion will be responsible for any costs associated with redeeming the prize such as transport to and from the cooking masterclass event.
16. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
17. Total prize pool value is \$7,700. Prizes are not transferable or exchangeable and cannot be taken as cash.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize or a gift at/by the time stipulated by the Promoter, then the prize or gift will be forfeited.
19. If any prize or gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or gift with a prize or gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. A draw for any unclaimed prizes may take place on 23/01/2019 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 published online at <https://www.tefal.com.au/specialoffer> and the Tefal Facebook page <https://www.facebook.com/TefalAustralia> from 25/01/2019.
21. 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.
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, 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. 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.

25. 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/gift 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 value to that stated in these Terms and Conditions; (e) if the appearance of Justine Schofield or the cooking masterclass event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at the prize event / use of a gift.
26. 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 PI to any entity outside of Australia.

NSW Permit No. LTPS/18/27279 ACT Permit No. TP18/01613 SA Permit No. T18/1482