

Tefal - Cook4me+ & Cook4me+ connect - Cashback Offer

TERMS AND CONDITIONS

1. Information and instructions on how to enter this promotion and claim the cashback form part of these Terms and Conditions. By participating in this promotion including by claiming the cashback, the claimant will be deemed to have accepted these Terms and Conditions and agreed to be contractually bound by them. **Offer not valid in conjunction with any other offer, unless otherwise advised.**
2. Claims are 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 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 1st cousin.
3. Promotion commences 01/06/2021 and closes at 23:59 AEDST on 18/07/2021 ("the Promotion Period"). The claim period commences 01/06/2021 and closes at 23:59 AEDST on 01/08/2021 ("the Claim Period").
4. To be eligible to claim the applicable cashback amount, an eligible individual must purchase a selected TEFAL product as listed in clause 9 of these Terms and Conditions ("Eligible Product") from an authorised Australian participating dealer/retailer during the Promotion Period ("Eligible Purchase"). For the avoidance of doubt, this promotion does not apply to any TEFAL products that are not listed in clause 9.
5. To claim a cashback, eligible claimants must go to <https://www.tefal.com.au/specialoffers> and follow the prompts to the promotion claim page, fully complete the online claim form and follow the instructions to submit the completed online claim form electronically to the Promoter. The Promoter will only accept cashback claims received from claimants during the Claim Period.
The Promoter reserves the right to extend the Promotion Period, or the Claim Period.
6. Only one (1) cashback will be awarded per tax invoice and per household regardless of number of items purchased.
7. The information that must be provided by claimants on the online registration form includes: (a) personal and contact details, including full name, phone number, email address, postal address, and BSB & bank account name and number; (b) the model number of the product subject of the Eligible Purchase and the Eligible Purchase receipt number; (c) a scanned copy of the tax invoice (in jpg, jpeg, gif, png, tif or pdf format to a maximum size of 2MB) which sets

out the name of the participating dealer/retailer and that the Eligible Purchase was made during the Promotion Period but prior to claim submission.

8. Incomplete, indecipherable, or illegible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact number, email address, bank account details and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Cash Back because of a failure to provide correct details or to notify of a change to those details.
9. EFT payments will only be made into an Australian bank account. The Promoter is not liable for any EFT payment not being made to, or received by, the Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.
10. The Cash Back is not transferable or exchangeable and may be claimed only by the Eligible Claimant whose name is stated on the tax invoice. All claims must be carried out by the actual Purchaser of the Participating Product. Claims or registrations by any other person will not be accepted.
11. The Promoter will attempt to deliver the Cash Back by way of EFT payment to the Eligible Claimant's bank account. If the EFT fails, the Cash Back will be forfeited. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. A \$7.95 bank re-issuing fee will be deducted from the amount of the Cash Back transferred to the Eligible Claimant's resubmitted bank account. The Eligible Claimant agrees that if they submit incorrect bank account information, and a Cash Back is paid to an incorrect bank account, the Cash Back is forfeited.
12. Every valid claim received will be awarded a cashback in accordance with clause 9. The following cashback amounts will be paid in respect of valid claims:

Model Number	Cashback Amount
CY8511	\$50.00
CY8515	
CY8518	
CY8558	\$100.00

13. Successful claimants will be notified by email. Claimants should add gsaupromotions@groupeseb.com to their contacts list and check their junk/spam folder to ensure they receive the Promoter's email. The Promoter is not responsible for any failure to locate emails in relation to the cashback claim.
14. Claimants are requested to allow up to 8 weeks after the deadline in clause 4 above for the processing of cashback claims.

15. The Promoter's decision is final and no correspondence will be entered into.
16. The Promoter reserves the right, at any time, to verify the validity of claims and claimant information (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. 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.
17. Claimants must retain a copy of the original receipt for their Eligible Purchase as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in forfeiture of any right to the cashback. Purchase receipt(s) must be in the form of a valid Australian tax invoice, as defined by the Australian Taxation Office.
18. Incomplete or indecipherable claims will be deemed invalid.
19. 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.
20. 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.
21. 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.
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, 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; or (e) any tax liability incurred by a claimant.
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 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion claimants 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.

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