

TEFAL COOK4ME TOUCH EOFY 2022 GWP PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the gift(s) 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. Claims are only open to Australian residents aged 18 years or over.
3. The promotion opens for purchases on 30/05/2022 for David Jones, 31/05/2022 for Myer and 01/06/2022 for JB Hi-Fi and ends close of business (for in-store purchases) and 11:59pm AEST (for online purchases) on 04/07/2022 ("Purchase Period"). The claim period commences 30/05/2022 for David Jones, 31/05/2022 for Myer and 01/06/2022 for JB Hi-Fi and closes at 23:59 AEST on 18/07/2022 ("Claim Period").
4. To be eligible to claim, individuals must purchase one (1) or more of the Tefal Cook4me touch CY9128 ("Eligible Product") from an Authorised Retailer (including online Authorised Retailers) nationally during the Purchase Period ("Qualifying Transaction"). Authorised Retailers are Myer, JB Hi-Fi and David Jones stores nationally that display advertising material for this promotion during the Purchase Period ("Authorised Retailer"). For the avoidance of doubt, only purchases from Myer, JB Hi-Fi and David Jones are eligible for this offer, and purchases made from other retailers will not be accepted.
5. Multiple claims are permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in excess of one (1) in that transaction; and (b) each claim must be submitted separately and in accordance with claim requirements.
6. To claim, individuals must then visit <https://www.tefal.com.au/specialoffers>, follow the prompts to the promotion claim 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 claim form during the Claim Period.
7. Every valid claim received will each be awarded the gift of one (1) Tefal Extra Crisp Lid EY1508, valued at \$169.95RRP. Entrants will be notified by e-mail that their claim has been deemed valid, including instructions on how to claim their gift.
8. Valid claims will receive a single use promotion code via e-mail (on the e-mail address provided on the promotion claim page) to redeem the gift on tefalshop.com.au. Promotion codes are valid until 30/09/2022. If for any reason the claimant does not redeem the gift/s by the time stipulated, then the gifts will be forfeited.

9. Entrants should add gsaupromotions@groupeseb.com to their contacts list and check their junk/spam folder to ensure they receive the Promoter's email that contains instructions on how to redeem a gift. Claimants are responsible for checking their emails and locating any communications from the Promoter in order to claim a gift. The Promoter is not responsible for any claimant's failure to locate emails sent by the Promoter in relation to the claiming of a gift.
10. Claimants should allow up to 8 weeks to receive the gifts from date of claim.
11. 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.
12. Claimants must retain the original receipt for proof of purchase. The Promoter reserves the right to request proof of purchase. 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 reward.
13. Incomplete or indecipherable claims will be deemed invalid.
14. 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.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. If the gifts are unavailable, the Promoter, in its discretion, reserves the right to substitute the gifts with a gift of the equal value and/or specification.
17. Gifts are not transferable or exchangeable and cannot be taken as cash.
18. 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.
19. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.

20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are 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.
21. 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.
22. 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 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; (e) any tax liability incurred by a claimant; or (f) use of the gifts.
23. 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, gift suppliers and, as required, to Australian regulatory authorities. Claim 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 claims become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.

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