Braun Linen Care Cashback Promotion October 2019 – Terms & Conditions

- 1. Information on how to enter this Promotion and details form part of these terms and conditions of entry (Terms). These Terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
- 2. The promoter is De'Longhi Australia Pty Ltd (ABN 49 104 012 857) of Nexus Industry Park, Building 3A, 43 Lyn Parade, Prestons NSW 2170, Australia (Promoter).
- 3. A Participant is any person who applies for a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available Rewards or applying for a Reward.
- 4. The Promotion will be open from 12:00am Australian Eastern Daylight Savings Time 01/10/2019 and will close on 11:59pm Australian Eastern Daylight Savings Time on 31/10/2019 (Promotional Period) or while stocks last. The Promoter will accept valid claims for products purchased up to 7 days prior to the start date (purchases made between 24/09/2019 30/09/2019).
- 5. All valid claims must be received and finalised by 14/11/2019 (including provision of proof of purchase).
- 6. Entry is open to Australian residents aged 18 years and over (Eligible Entrants).
- 7. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of the Reward), and their immediate families, are not eligible to enter. By entering this Promotion, you represent that you are eligible to enter.
- 8. Reward offer for Promotional Period (Reward):
 - 1. \$20 cashback on models TS715A, SI3054GY and SI3055BK. The Participating Products are subject to stock availability.
 - 2. \$30 cashback on models TS725A, TS745A, TS755A, TS765A, TS765ATP, SI7046VI, SI7048GY, SI9148BK and SI9148EBK. The Participating Products are subject to stock availability.
 - 3. \$50 cashback on models IS7156BK, IS7056BK, IS7144BK, IS7043WH, IS5056BK, IS3045WH and IS3022WH. The Participating Products are subject to stock availability.
- 9. Multiple claims/entries are permitted, subject to the following:
 - 1. only one (1) claim/entry permitted per specified purchase; and
 - 2. each claim/entry must be submitted separately and in accordance with the claim/entry requirements.
 - 3. limit of one (1) Prize awarded per Eligible Entrant. The Promoter's decision is final and no correspondence will be entered into.
 - 4. limit of five (5) claims/entries permitted per Eligible Entrant.
- 10. To claim their Reward, the Eligible Entrant must visit <u>promotions.braunhousehold.com.au</u> and fill in all the required details complying with the required purchase provisions to qualify and receive the Reward. The Eligible Entrant must provide their name, contact phone number, email address, postal street address, together with a clear scanned copy or photo of their full purchase receipt. The receipt must clearly show the date of purchase, model purchased, and a zero balance outstanding.
- 11. A Participant must have purchased models TS715A, TS725A, TS745A, TS755A, TS765A, TS765ATP, SI3054GY, SI3055BK, SI7046VI, SI7048GY, SI9148BK, SI9148EBK, IS7156BK, IS7056BK, IS7144BK, IS7043WH, IS5056BK, IS3045WH or IS3022WH in order to apply for a Reward: (a) that product must have been purchased from a Participating Reseller as defined by the Promoter; (b) the product must have been paid for in full by the Participant within the Promotional Period in which the Participant is applying for a Reward; (c) the Participant may only make one Reward application in respect of that product; and (d) the Participant must immediately return any Reward they receive in connection with that product to the Promoter if they return the product for a refund or credit. Participants will be required to provide the details of their nominated bank account, including BSB, account number and account name in the online registration process in order to receive a Reward payment (EFT). It is the responsibility of the claimant to provide the supply of incorrect information and will not be liable for the transaction fees incurred to recall funds from an incorrect account. Returned funds will be subject to a \$7.95 bank and reprocessing fee. This fee will be passed onto the claimant and will be deducted from the claimant's Reward payment thereafter. Additionally, the Promoter is not responsible for any person or store which misrepresents itself as an

Authorised Reseller or incorrectly claims that Rewards are available in respect of a product where no such Rewards are available. Any purchase from a person incorrectly or fraudulently claiming to be an Authorised Reseller will not qualify a Participant to apply for a Reward. Additionally, any corporate order made through the Promoter or other channels will not qualify a Participant to apply for a Reward. A Participating Reseller does not include a retailer who only operates online stores without bricks and mortar. However, purchases made through <u>www.amazon.com.au</u> and <u>www.braunhousehold.com/en-au</u> online store (excluding seconds products) are valid and will be accepted. Purchases must be made within the Promotional Period.

- 12. Offer not valid on commercial sales, second-hand purchases, clearance lines and trade seconds products, retail staff discount offers, or on purchases made from a mass merchant retailer.
- 13. Participants who are eligible to apply for a Reward will only receive that Reward if they fulfil each of the criteria for that Reward, including by applying for that Reward within the time period required by the Promotional Website and in the manner required by the Promotional Website and these Terms. Any application for a Reward that fails to meet these requirements will be deemed invalid. Applications will also be deemed invalid if they are incomplete, incorrect or incomprehensible, or if they are stolen, forged, mutilated or tampered with in any way.
- 14. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.
- 15. Where a Participant's application for a Reward is successful, the Promoter will provide that Reward to the appropriate account nominated for the receipt of that Reward in that application (as applicable). The Reward will be dispatched up to 12 weeks from the date of validation.
- 16. Reward applications will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Participants may only apply for Rewards in their own name and using their own personal details, and may only provide their own address and account details in their application for the receipt of a Reward. Additionally, a person must not apply for a Reward to which another person is entitled, whether on their behalf or otherwise. The Promoter takes the issue of fraud very seriously, and reserves the right to deem invalid and report to the police and/or other appropriate authorities any applications for Rewards which it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to apply for Rewards or enter details into the Promotional Website is prohibited.
- 17. The Promoter reserves the right, at any time, to verify the validity of applications and Participants (including a Participant's identity, age, place of residence, address or account details (as applicable) for the receipt of the Rewards and, where applicable, proof of purchase). Proof of identity, age, residency, address or account details and purchase considered suitable for verification is at the discretion of the Promoter.
- 18. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 19. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 20. The Promoter will make reasonable efforts to deliver the Reward(s) to successful Participant(s). Any part of any Reward that is not taken for any reason is forfeited. Any taxes which may be payable as a consequence of a Participant receiving a Reward are the sole responsibility of the Participant.
- 21. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Reward suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By entering, Eligible Entrants consent to the Promoter, for an indefinite period, unless otherwise advised, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Eligible Entrants should direct any request to access, update or correct information by contacting the Promoter on 1300 205 531 or via email to <u>support.braun@dlg-campaign.com.au</u>. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the Promoter's Privacy Policy, available at http://www.delonghi.com/en-au/legal/privacy-policy-au.

- 22. The Promoter may change these Terms from time to time in its discretion, by posting the revised Terms (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By applying for a Reward or entering details into the Promotional Website, Participants are deemed to have accepted the version of these Terms that applies at that time.
- 23. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a Participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and/or emails over the internet, acts in violation of these Terms, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
- 24. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting the Reward, except for any liability which cannot be excluded by law. Copyright © De'Longhi Australia Pty Ltd. All rights reserved. 225209598.02 The Promoter is De'Longhi Australia Pty. Ltd. Unit 3A, 43 Lyn Parade, Prestons NSW 2170. ABN 49 104 012 857