

TERMS AND CONDITIONS

SMEG SALE CASHBACK PROMOTION

Promotional Period: **16th to 26th September 2021**

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this **2021 H2 SMEG SALE** ("The Offer") is deemed acceptance of these Terms & Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg") of 2-8 Baker St, Banksmeadow, NSW 2019.
3. The Promotion commences at 9:00am on Thursday 16th September and closes at 11:59pm on Sunday 26th September 2021 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. The Offer must be claimed as a separate redemption to any other offer available at the time.
5. The Offer is: **UP TO \$2000 CASHBACK on eligible Classic & Victoria products, purchased in one (1) transaction.**
 - a. \$500 cashback when you spend \$3000 on eligible products
 - b. \$1000 cashback when you spend \$6000 on eligible products
 - c. \$2000 cashback when you spend \$10,000 on eligible products
6. Limit of one (1) offer applied per household.
7. Includes Classic and Victoria complementary products.

DEFINITIONS

8. For the purposes of these Terms and Conditions:
 - a. "Participating Retail Store" means any of the Australian retail stores authorized by Smeg to sell Participating Products and has been invited, by the Promoter, to participate in the Promotion. Please contact the store prior to purchase to confirm eligibility.
 - b. "Participating Product" means any of the Smeg Wholesale products, including Classic & Victoria ovens, cooktops, cookers, rangehoods, microwaves & dishwashers (excludes Diamond Series and FAB dishwashers) that are supplied by Smeg in Australia and sold by an authorized dealer Store.
 - c. Normal manufacturer's warranty applies.

EXCLUSIONS

9. For clarity, participating product does **NOT** include the following products:
 - Dolce Stil Novo collection
 - Portofino collection
 - Linea collection
 - FAB fridges and dishwashers

- Small appliances
- Diamond Series dishwashers
- Accessories
- Dolce & Gabbana collection
- Microwave trim-kits

10. **NOT** available for any product sold as a factory second or purchased from an auction house.

11. **NOT** available on purchases from any website which is not an authorized website.

ELIGIBILITY

12. To be eligible for this offer, each claimant must:

- Be an Australian resident currently living in Australia with an Australian residential and postal address
- Be aged 18 years of age or over, or if under 18, have obtained the consent of their parent or legal guardian to participate in this promotion
- Not be an employee, family or friends of employees purchasing at a discounted rate
- Be the Participating Products end-user, meaning the claimant must purchase the eligible product for their own use and not for commercial purposes, re-sale, re supply, rental, hire purchase or any other indirect use
- Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing
- Make payment in full during the promotional period.

13. The customer purchase price on Smeg-branded Major Appliances is determined by the retailer and includes GST.

14. The cashback is calculated on the customer purchase of Smeg-branded Major Appliances only. It will not include the purchase of any non Smeg-branded products in the transaction. It will not include the installation costs, delivery fees, extended warranty, spare parts and any other costs/fees imposed by the retailer or any other person.

VALIDATION OF CLAIMS

15. To register, customers must go to www.smegpromotions.com and visit 'Smeg Sale' on the Promotions page to complete the online registration form to be a valid claim.

16. Customers must also upload, or post, a copy of the Tax invoice and full paid receipt, verifying the purchase. Sales order documents will not be accepted. Subject to stock availability.

17. Products on backorder will be honored, however, the customer must take delivery of the product/package once it is available, or the offer will be forfeited. Full payment must be made and the online registration form completed within the redemption period.

18. Proof of purchase must clearly show qualifying products purchased, the purchase price and date of purchase.

19. A copy of the fully paid receipt can be provided in either of the following ways:

- Scan and upload during the registration process, or

b. Scan and email to redemptions@smeg.com.au or

c. Photocopy and post to: **Smeg Sale 2021**

Smeg Australia Pty Ltd
2-8 Baker St
Banksmeadow NSW 2019

20. All components of the claim must be finalized and received by Smeg Australia Pty Ltd on, or before, **Sunday, 31st October 2021**.

STRICTLY NO REDEMPTIONS WILL BE PROCESSED AFTER THIS DATE.

It is the responsibility of the individual purchaser to claim the cashback. Any cashbacks submitted by Participating Retailers will be rejected.

21. Claimants must retain their original purchase receipt(s) for all claims as 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 the invalidation of the redemption and forfeiture of the right to **The Offer**.

22. The Promoter reserves the right to verify the validity of all registrations and disqualify any claimant for tampering with the registration process or for submitting a claim, which is not in accordance with these terms and conditions.

23. The Promoter accepts no responsibility for illegible, late, lost or mis-directed registrations.

24. Incomplete, indecipherable or illegible claims will be deemed invalid. Any incorrect details submitted may render the corresponding claim invalid.

25. The Promoters decision is final, and no correspondence will be entered into in relation to any such decisions.

26. To the extent permitted by law, in consideration for the Promoter accepting the claimants claim registration the claimant cost or expenses (Claims) that the claimant has or may have had but for this release arising from or in connection with any claimant's participation in **the Offer** and acceptance and use of the redemption amount. The claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any Claim by any person (including but not limited to other claimants who participate in **the Offer**, arising because of or in connection with the claimant's participation in **the Offer**.

27. If **the Offer** 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, unauthorized intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law.

a. To disqualify any claimant, or

b. To modify, suspend, terminate, or cancel **the Offer** (or any part of **the Offer**)

28. The Promoters decision is final, and no correspondence will be entered into to any such decisions.

29. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunctions of any telephone network lines, computer online systems, servers or providers, computer equipment, software, failure of any email or online registration form to be received by the Promoter on account of technical problems or traffic congestion on

the Internet or at any website, including any injury or damage to the claimants or any other persons computer related to or resulting from participation or downloading any materials in connection with **the Offer**.

GENERAL

30. The Promoter reserves the right to substitute **the Offer** with an alternative offer of equal or greater value.
31. If an Eligible Product is returned for a refund, exchange, or the purchase is not finalized, the offer is disqualified for the product in question and the claimant will not be refunded that portion of the return price.
32. Any costs associated with this Promotion is each claimant's responsibility. All other ancillary costs, including but not limited to, insurance, taxes (excluding GST), and all other expenses are the responsibility of the claimant. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for any interruption of service, that may interfere with a claimant's ability for participate in the Promotion.
33. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its 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.
34. Nothing in this agreement limits excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, affiliated companies, 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. If the Promoter can limit the claimant's remedy for a breach of a Non-Excludable Guarantee, the liability of Promoter (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:
 - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
35. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at www.smeg.com.au) and is incorporated into this agreement. The Promoter collects PI to conduct **the Offer**, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. The cash back is conditional on providing this PI and without this PI, Promoter cannot process any claims. The claimant consents to the information they submit with their claim being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other correspondence to the

claimant. All personal details of the claimants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.

For consumer enquiries, please contact us at:

Smeg Australia

P: 02 8667 4888

E: info@smeg.com.au