

VITAMIX FATHER'S DAY 2024 BONUS GIFT CAMPAIGN
("OFFER")

TERMS AND CONDITIONS

1. Instructions on how to claim and the bonus gift form part of these terms and conditions. Claims must comply with these terms and conditions to be valid. Submission of an Online Claim Form (defined in clause 12e below) or reception of the bonus gift is deemed acceptance of these terms and conditions.
2. The promoter is FACKELMANN HOUSEWARES PTY LIMITED ABN 89 601 910 776 of 90B Euston Rd, Alexandria, NSW 2015 ("**Fackelmann Housewares**" or "**Promoter**").
3. New Zealand customers should refer to the separate offer and terms and conditions which can be found at <https://www.fackelmannhousewares.co.nz/VitamixGWP>.
4. The Offer commences at 12:01 am (AEST) on Thursday, 1 August 2024, and closes at 11:59 pm (AEST) on Sunday, 1 September 2024 ("**Offer Period**". The Offer Period may be extended at the sole discretion of the Promoter. Participating Products (defined below) purchased after the Offer Period are not eligible.
5. Where not redeemable directly with the retailer (defined in clause 10 below), claimants must claim online by submitting the Online Claim Form by 11:59pm (AEST) on Sunday, 15 September 2024 ("**Claim Deadline**"). Online Claim Forms received after the Claim Deadline will not be accepted.
6. The bonus gift consists of either:
 - a. One Vitamix Ascent 1.4L Dry Grains Container ("**1.4L container**") (described in clauses 16, 17, 18 and 19 below), with the purchase of a Vitamix A3500i or A2500i (described in clause 9b below).OR
 - b. One Vitamix 0.9L Dry Grains Container (described in clauses 19, 20, 21 and 22 below), with the purchase of a Vitamix E310 (described in clause 9b below).
7. To redeem the bonus gift, claimants must:
 - a. Purchase the Participating Product from a Participating Australian retailer during the Offer Period.
 - b. Satisfy the other eligibility and claim requirements in these terms and conditions below.
8. Limit of one (1) bonus gift total applies per household. Bonus gifts are not redeemable for cash. This Offer is only available whilst stocks last.

Definitions

9. For the purpose of these terms and conditions:
 - a. "**Immediate Family Member**" 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 first cousin.
 - b. "**Participating Product**" means any of the Vitamix products listed in the table below by model name and number that are supplied by Vitamix in Australia and sold directly by Fackelmann Housewares or by a Participating Retail Store:

Model name	Model number
Ascent ® 3500i	V068011 & V063213
Ascent ® 2500i	V063209, V063211, V063212 & V063210
Explorian ® E310	V066571 & V066572

Amazon.com.au will participate on the following models only:

Model name
Ascent ® 3500i

Model number
V068011 & V063213

- c. **"Participating Retail Store"** means any one of the Australian retail stores operating under the following names that is authorised by Fackelmann Housewares to sell the Participating Product and has been invited by the Promoter to participate in the Campaign:
- i. David Jones (Claim online)
 - ii. Myer (Claim online)
 - iii. Kitchen Warehouse (Direct redemption) – limited models, see clause 9b.
 - iv. Harvey Norman Australia (Claim online)
 - v. Peter's of Kensington (Claim online)
 - vi. The Good Guys (Claim online)
 - vii. Raw Blend (Claim online)
 - viii. Chef's Hat (Claim online)
 - ix. Amazon.com.au (Direct redemption) – limited models, see clause 9b.
 - x. VitamixAustralia.com.au (Direct redemption)

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store, and that stock of the bonus gift is available.

- d. **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
- i. The Participating Product that was purchased.
 - ii. The price paid for the Participating Product.
 - iii. The Participating Retail Store in which the Participating Product was purchased.
 - iv. The date that the Participating Product was purchased during the Offer Period and prior to the claim being made.
- e. **"Proof of Model Number"** means proof of the model number of a Participating Product by Vitamix.
- f. **"Purchase"** means either making full and final payment for a Participating Product during the Offer Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Offer Period. This does not include laybys unless the final layby payment is made during the Offer Period. Use of services such as Afterpay and Zip pay transactions does not constitute a Purchase unless payment is made in full during the Offer Period.

Redemption Channels

10. Kitchen Warehouse, Amazon.com.au and VitamixAustralia.com.au will have direct redemption, meaning the bonus gift will be offered in-store with the purchase of a Vitamix (described in clause 9b above) or will directly be added to online store purchases.

- a. David Jones, Myer, Harvey Norman Australia, Peter's of Kensington, The Good Guys, Chef's Hat and Raw Blend customers must claim the bonus gift online via the online claim form, as detailed in clause 12e below.

Privacy

11. Claims remain the property of the Promoter. Fackelmann Housewares and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Fackelmann Housewares and its agents may, for an indefinite period, unless otherwise advised, use the personal information collected for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the personal information they provide will be collected by or on behalf of Fackelmann Housewares and may be disclosed to other group companies and to third parties that help Fackelmann Housewares deliver its products and services (including suppliers, contractors, dealers, agents, and business partners) or as required by law. Claimants should direct any request to access, update or correct information to Fackelmann Housewares Privacy Officer. These terms and conditions are deemed to incorporate Fackelmann Housewares & Vitamix Australia privacy policy and by submitting an Online Claim Form, each claimant accepts the terms and conditions of Fackelmann Housewares privacy policy. For further details see <https://www.vitamixaustralia.com.au/pages/privacy-policy>

Eligibility

12. To be eligible for this offer, you must:
- a. be an Australian resident currently living in Australia with an Australian residential and postal address;
 - b. be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Offer;
 - c. not be an employee of the Promoter, of a Participating Retail Store or of any Agency associated with this Offer, or be an Immediate Family Member of such a person;
 - d. be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use and not for re-sale, re-supply, rental, or any other indirect use;
 - e. make a Purchase and retain the original Proof of Purchase in respect of that Purchase. Where direct redemption is not offered by the retailer (see clause 10 above) the consumer needs to claim the bonus gift online by visiting www.vitamixaustralia.com.au/bonusgift ("Website") by the Claim Deadline and follow all of the prompts and instructions, which may include asking the claimant to do any of the following:
 - i. Retain original packaging and Proof of Purchase
 - ii. Visit the Online Claim Form located at the Website ("Online Claim Form") and provide:
 - I. Information including the claimant's full name, contact telephone number, email address and residential address;
 - II. A scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was purchased, the date of purchase, the price paid and the Participating Retail Store.

- f. With retailers that offer direct redemption, the consumer must claim the Ascent 1.4L Dry Grains Container or 0.9L Dry Grains Container in-store at the time of purchase. In case of online purchases, ensure proof of purchase is retained until the Ascent 1.4L Dry Grains Container or 0.9L Dry Grains Container has been delivered.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

Validation of Claims

13. The Promoter or Participating Retail Store will:

- a. ensure that the Proof of Model Number provided by a claimant is valid; and
- b. ensure that the Proof of Purchase submitted by each claimant is valid.

14.

- a. In retailers where the bonus gift is via direct redemption (see clause 10 above) once a claimant's claim has been validated, the Participating Retail Store will fulfill the gift with purchase.
- b. In retailers where the gift is claimed online, and once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

15. In the case of online purchases in retailers offering direct redemption, the Promoter accepts no responsibility for fulfillment by Participating Retail Stores. Claimants should refer to the retailer where the purchase was made to pursue any unfulfilled bonus gifts. Claimants are advised to keep their proof of purchase until such matter is resolved.

Ascent 1.4L Dry Grains Container – bonus gift with purchase of a Vitamix Ascent A3500i or Vitamix Ascent A2500i

16. The Ascent 1.4L Dry Grains Container consists of one (1) container valued at \$249. This gift is not redeemable for cash. This Offer is available only while stocks last.
17. Subject to clause 16 above, each claimant whose claim is validated will receive their Ascent 1.4L Dry Grains Container.
18. The Ascent 1.4L Dry Grains Container will be claimed in-store at the time of purchase or delivered to the claimant whose claim is validated. In case of online purchase on vitamixaustralia.com.au, Kitchen Warehouse and Amazon.com.au, it will be directly included in the order, subject to any delivery or processing delays.

0.9L Dry Grains Container – bonus gift with purchase of a Vitamix E310

19. The 0.9L Dry Grains Container consists of one (1) container valued at \$219. This gift is not redeemable for cash. This Offer is available only while stocks last.
20. Subject to clause 19 above, each claimant whose claim is validated will receive the 0.9L Dry Grains Container.
21. The 0.9L Dry Grains Container will be claimed in store at the time of purchase or delivered to claimant whose claim is validated. In case of online purchase, it will be directly included in the order, subject to any delivery or processing delays.
22. If the Ascent 1.4L Dry Grains Container or 0.9L Dry Grains Container becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a bonus gift of equal or greater value at the

Promoter's sole discretion, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation if the bonus gift has been substituted at equal or greater value.

- 23. Limit of one (1) Ascent 1.4L Dry Grains Container or one (1) 0.9L Dry Grains Container per household.
- 24. Eligibility to receive the Ascent 1.4L Dry Grains Container or 0.9L Dry Grains Container is non-transferable and non-assignable and no substitutions or cash redemptions are permitted except at Promoter's sole discretion or as otherwise provided herein. The Promoter's decision is final and binding.

Invalid Claims

- 25. In the event that Fackelmann Housewares determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
- 26. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
- 27. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these terms and conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 28. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

General

- 29. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Offer and the claimant is not entitled to receive a bonus gift for that claim.
- 30. Any costs associated with this Offer and making a claim is each claimant's responsibility. 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 to participate in this Offer. All taxes (excluding GST) which may be payable as a consequence of receiving a bonus gift are the sole responsibility of the claimant.
- 31. Nothing in these terms and conditions limits, excludes, modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Promoter excludes from these terms and conditions all conditions, warranties and terms implied by

statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Offer, including, without limitation, the following:

- 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 tax implications;
- e. any variation in reward value to that stated in these terms and conditions;
- f. any tax liability incurred by a claimant and/or the Ascent 1.4L Dry Grains Container /0.9L Dry Grains Container or use of the Ascent 1.4L Dry Grains Container / 0.9L Dry Grains Container.

32. These terms and conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.

33. Consumer support is available at:

Email: support@fackelmann.com.au

Phone: 1800 709 714