

KitchenAid Australia Pty Ltd

Cordless Go GWP Terms and Conditions

1. Information on how to purchase a Cordless Go Starter Kit forms part of these Terms and Conditions (Terms). These Terms apply to the KitchenAid Australia Cordless Go Starter Kit Promotion 2024 (Promotion) and participation in the Promotion is deemed acceptance of these Terms and Conditions.

2. The promoter is KitchenAid Australia Pty Ltd (ABN 50 601 363 419) of 6-8 Billbrooke Close, Cameron Park NSW 2285, Australia, telephone (02) 4902 6500 (Promoter).

Definitions

3. For the purposes of these Terms and Conditions:

a. Participating Product(s) refers to the KitchenAid Go Cordless Hand Mixer and the KitchenAid Go Cordless Hand Blender. The eligible models of the Participating Products that form part of this Promotion are 5KHMR700A (RRP \$199) and 5KHBRV00A (RRP\$199). The Participating Products are subject to stock availability.

Promotion entry details

4. The Promotion will be open from 9:00am AEST on Wednesday 18 July 2024 and will close on 11:59pm AEST on Friday 28 February 2025 (Promotion Period). Purchases made outside the Promotion Period are not subject to this Promotion.

5. Entry is open to Australian residents aged 18 years and over (Eligible Claimants).

6. Employees, directors, management and contractors of the Promoter and other agencies, firms, retail staff or companies associated with the Promotion, and their immediate families, are not eligible to enter. By entering this Promotion you represent that you are eligible to enter. 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 first cousin.

How to enter the Promotion

7. To enter the Promotion, the Eligible Claimant must, during the Promotion Period, purchase a Participating Product in store or online from a Participating Retail Partner.

a. When purchasing the Participating Product in store from a Participating Retail Partner, the Eligible Claimant must bring the Participating Product together with one (1) KitchenAid Cordless Go Battery (SKU number 5KRB12A, RRP \$69) (together, the Cordless Go Starter Kit) to the counter or request that a store member do so in order to be eligible to purchase the Cordless Go Starter Kit at a discounted price as stipulated by the Participating Retail Partner. The discounted price is calculated against the RRP of \$268 for the Cordless Go Starter Kit.

b. When purchasing the Participating Product online from a Participating Retail Partner, the Eligible Claimant must add the Participating Product together with one (1) KitchenAid Cordless Go Battery (SKU number 5KRB12A, RRP \$69) (together, the Cordless Go Starter Kit) to their cart in

order to be eligible to purchase the Cordless Go Starter Kit at a discounted price of RRP \$199. The discounted price is calculated against the RRP of \$268 for the Cordless Go Starter Kit.

8. Participating Retail Partners are:

- a. KitchenAid.com.au;
- b. JB Hi-Fi Limited;
- c. The Good Guys;
- d. Harvey Norman Holdings Ltd;
- e. Kitchen Warehouse Pty Ltd
- f. Minimax Pty Ltd.
- g. Bing Lee Electrics Pty Ltd
- h. Myer Holdings Limited
- i. David Jones Limited; and
- j. other independent retailers.

9. There is no limit to the number of Cordless Go Starter Kits an Eligible Claimant may purchase, provided that the Eligible Claimant fulfills the requirements in clause 7 above for each purchase.

10. The Promoter reserves the right to disqualify Eligible Claimants if proof of age or identity has not been provided, or the Eligible Claimant has not otherwise complied with these Terms. The Promoter's decision is final on all matters and no correspondence will be entered into.

11. The Promotion is not available in conjunction with any other promotion, offer or discount unless otherwise specified.

Cordless Go Starter Kit details

12. Commercial sales, second-hand purchases, refurbished products, trade seconds products, insurance claims, purchases denoted "Clearance" (including seconds) or special offers are excluded from this Promotion, and any Participating Products purchased in these ways will not be eligible for this Promotion or included as part of a Cordless Go Starter Kit.

13. Should the KitchenAid Cordless Go Battery become out of stock, the Promoter reserves the right to provide an alternative item of the same or higher retail value. The KitchenAid Cordless Go Battery is not transferable or exchangeable by the Eligible Claimant. All other costs associated with the KitchenAid Cordless Go Battery are the responsibility of the Eligible Claimant.

14. The Eligible Claimant shall accept the Cordless Go Starter Kit as described in these Terms and acknowledges that the Promoter accepts no responsibility for any variation in value, or for any tax liabilities that may arise from purchasing the Cordless Go Starter Kit. The Recommended Retail Price (RRP) includes GST and is suggested only.

15. Any costs incurred by the Eligible Claimant associated with this Promotion including making telephone enquiries in relation to the Cordless Go Starter Kit are the sole responsibility of the Eligible Claimant.

Other Terms

16. Nothing in these Terms limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law, as well as any other implied warranties under the Australian Consumer Law or similar consumer protection laws in 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 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 including, but not limited to, where arising out of the following: a. any technical difficulties or product 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 the receipt by the Promoter) due to interference; d. any tax liability incurred by a claimant; or e. use of the Cordless Go Starter Kit, except to the extent that such liability arises as a result of the Promoter's own error, omission or negligence.

17. The Promoter collects personal information ("PI") disclosed by an Eligible Claimant in order to conduct the Promotion and otherwise for the purposes set out in this clause 17, and may, for these purposes, disclose an Eligible Claimant's PI to third parties, including but not limited to the Promoter's agents, contractors and service providers. The purchase of a Cordless Go Starter Kit is conditional on that Eligible Claimant providing this PI. In addition to any uses that may be outlined in the Promoter's Privacy Policies, if the Eligible Claimant opts-in by ticking the opt-in box at the time of submitting their claim, that Eligible Claimant consents to the information they submit being entered into a database of the Promoter and its agents and for this information to be used, unless otherwise advised, for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. All personal details of the Eligible Claimant will be stored by the Promoter and its agents and are subject to the Promoter's Privacy Policy, see <https://kitchenaid.com.au/pages/privacy-policy>. A request to opt out, access, update or correct any information can be made by contacting the Promoter. Unless otherwise indicated by the Promoter or its agent, the Promoter or it's agent may disclose PI overseas.