

# JURA Australia Espresso Promotional Terms & Conditions 2024

## Instructions on how to claim and the offer form part of these terms and conditions.

- 1. Participation in this JURA Australia Promotion ("Promotion") is deemed acceptance of these Terms and 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 JURA Australia Espresso Pty Ltd, ABN 85 131 831 297 of 7-9 Hall Street, Hawthorn East, VIC 3123 ("Promoter" or "JURA").
- The Promotion commences at 9:00 am (AEST) on Friday, 15<sup>th</sup> November 2024, and closes at 11:59 pm (AEST) on Tuesday, 31<sup>st</sup> December 2024 ("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. Claimants must submit their Online Claim Form by 11:59 pm (AEST) on Tuesday, 7th January 2025.
- 5. The promotional gift consists of a gift further described as a 'Bonus Pack' in these Terms and Conditions.
- 6. To redeem a Bonus Pack, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
- 7. Limit of one (1) Bonus Pack total applies per household. Bonuses are not redeemable for cash.

### Definitions

8. For 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, stepbrother, step-sister or first cousin.

b. "Participating Product" means any of the JURA products listed in the table below by model name and number that are supplied by JURA in Australia and sold brand new directly by JURA or by a Participating Retail Store:

c. "Participating Retail Store" means any of the following: jura.com • Appliances Online • Betta Electrical • Betta Home Living • Billy Guyatt • Bing Lee • Bi-Rite • Café Corporate • Crema Coffee Garage • Coffee Plus • Costco • David Jones • Designer Appliances • Domayne • Fine Choice Coffee Solutions • The Good Guys • Harvey Norman • JB Hi-Fi • Joyce Mayne • Leading Appliances • My Coffee Shop • Qantas Store • Retravision WA • Stan Cash • The Beanery Coffee House • Winning Appliances.

Model Number	Model Name
15558	GIGA 10 Diamond Black (INTA)
15395	GIGA 6 Aluminium (AUA)
15360	Z10 Aluminium White (INTA)
15423	Z10 Diamond Black (INTA)
15677	Z10 Aluminium Midnight Blue (INTA)
15556	J8 Midnight Silver (INTA)
15659	J8 Twin Diamond Black (INTA)
15443	S8 Chrome (INTA)
15651	S8 Chrome (INTB)
15372	E8 Piano Black (INTA)
15661	E8 Piano Black (INTC)
15490	E8 Piano White (INTA)
15662	E8 Piano White (INTC)
15498	E8 Dark Inox (INTA)
15520	ENA 8 Full Nordic White (AUA)
15526	ENA 8 Full Metropolitan Black (AUA)
15467	E6 Platinum (INTC)



Any costs, fees, expenses, or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery, or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

The Promoter recommends that before purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

d. "Proof of Purchase" means an original tax invoice confirming a Purchase. The Proof of Purchase must specify:

- i. The Participating Product that was purchased.
- ii. The price paid for the Participating Product.
- iii. The invoice number on Proof of Purchase
- iv. The Participating Retail Store in which the Participating Product was purchased.
- v. The date that the Participating Product was purchased during the Promotional Period and before the claim was made.

e. "Proof of Model Number" means proof of the model number of a Participating Product by JURA.

f. "Purchase" means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement about a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period.

### Privacy

9. Claims remain the property of the Promoter. JURA and its agents collect personal information 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. The validity of claims is conditional on providing this information. JURA and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of JURA and may be disclosed to other group companies and to third parties that help JURA deliver its products and services (including suppliers, contractors, dealers, agents, and business partners) or as required by law. Unless otherwise indicated by the Promoter or its supplier, the Promoter or supplier may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. Claimants should direct any request to access, update, or correct information to JURA's Privacy Officer at redemption-au@jura.com. These Terms and Conditions are deemed to incorporate JURA's privacy policy and by claiming under the Promotion, each claimant acknowledges it has been advised to review it.

## Claiming the Bonus Pack

**10.** To be eligible to claim a Bonus Pack, each claimant must:

a. be an Australian resident currently living in Australia with an Australian residential and postal address; Bonus Packs will only be delivered in Australia;

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 Promotion;

c. not be an employee of the Promoter, of a Participating Retail Store, or any agency associated with this Promotion, 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 Products for their use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase, or any other indirect use;

e. make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit https://au.jura.com/en ("Website") by Tuesday, 7<sup>th</sup> January 2025; and follow all of the prompts and instructions, which may include asking the claimant to do any or all 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:



- Information including the claimant's full name, contact telephone number, email address, and residential address
- 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, invoice number and the Participating Retail Store.

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

- 11. The Promoter 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.
- 12. 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.

## **Bonus Pack**

- 13. Each claimant whose claim is validated will receive the following Bonus Pack.
- 14. The Bonus Packs are provided as is and will be delivered to claimants directly by a third party. The Bonus Packs are subject to any delivery or processing delays.

Claimant who purchased a J8 Twin, J8, S8, E8, E6 or ENA 8 will receive a "Starter Gift Pack" which includes;

- JURA Glass Milk Container
- JURA Milk pipe with stainless steel casing
- 2 x 1kg bags of coffee beans from The Sustainable Coffee Company
- A JURA Masterclass tailored to their machine

Claimant who purchased a GIGA 10 or Z10 will receive a "Premium Gift Pack" which includes;

- JURA Glass Milk Container
- JURA Milk pipe with stainless steel casing
- Pack of 2 Syrup attachment
- 2 x 1kg bags of coffee beans from The Sustainable Coffee Company
- Pack of 3 Alchemy Syrup (3 × 300 ml)
- A JURA Masterclass tailored to their machine
- 15. There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days' notice by contacting redemption-au@jura.com. If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and JURA will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery, including the Bonus Pack's contents.
- 16. The Promoter is not responsible for delivering Bonus Packs to claimants, or for any delivery or processing delays. For each claimant notified of a successful claim, JURA will endeavour to arrange the Bonus Pack delivery within 30 business days of the notification email.
- 17. If any Bonus Pack or element of it becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift or element of a Bonus Pack 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 Pack or Any elements of a Bonus Pack have been substituted at an equal or greater value.

### Invalid claims

- 18. If JURA 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.
- 19. The Promoter may invalidate a claim if a claimant fails to provide valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.



- 20. 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 provide as part of a claim) and disqualify any claimant who submits a claim that is not in an 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.
- 21. 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, changes to those details, or otherwise provides incorrect information.

## General

- 22. 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 Promotion and the claimant is not entitled to receive a Bonus Pack for the claim.
- 23. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a Gift Pack are the sole responsibility of the claimant. All other ancillary costs including but not limited to insurance, taxes (excluding GST) and any 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 to participate in this Promotion.
- 24. Subject to these Terms and Conditions and 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, including, but not limited to, were arising out of the following:

a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

b. acts or omissions (including negligent acts or omissions) of the Promoter or the

The promoter's employees or agents are involved in the conduct of this promotion.

c. any theft, unauthorized access or third-party interference;

d. any original Purchase documentation 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;

- e. any tax or other financial liability incurred by a claimant.
- 25. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation that may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition, warranty, or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it can do so:

a. in the case of a supply of goods, the Promoter doing any one or more of the following:

- i. replacing the goods or supplying equivalent goods;
- ii. repairing the goods;
- iii. paying the cost of replacing the goods or of acquiring equivalent goods; and/or
- iv. paying the cost of having the goods repaired; or
- b. in the case of a supply of services, the Promoter doing either or both of the following:
- i. supplying the services again; and/or
- ii. paying the cost of having the services supplied again.
- 26. These Terms and Conditions are governed by the laws of Victoria. Claimants submit to the nonexclusive jurisdiction of the courts of Victoria.
- 27. Consumer promotion support is available at:

Email: redemption-au@jura.com Phone: 1300 285 872