

De'Longhi Australia Christmas Fully Automatic Coffee Promotion 2024 – 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 by entering this Promotion, you represent that you are eligible to enter and you are deemed to have accepted 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 bonus Christmas Fully Automatic Coffee offer in accordance with these Terms (**Bonus Offer**) through <https://delonghipromo.com.au/> (the **Promotion Website**), or who has accessed or entered details into the Promotion Website for the purposes of viewing available Bonus Offers.
4. The Promotion will be open from 12:00am Australian Eastern Daylight Savings Time 11/11/2024 and will close on 11:59pm Australian Eastern Daylight Savings Time on 31/12/2024 (**Promotion Period**). Any Participant who purchases a Participating Product outside of the Promotion Period will not be eligible to claim a Bonus Offer.
5. All valid Bonus Offer claims must be received and finalised by 14/01/2025 (including provision of proof of purchase of a Participating Product). All Bonus Offers are to be redeemed via <https://delonghipromo.com.au/>.
6. Entry is open to Australian residents aged 18 years and over, who purchase a Participating Product from a Participating Retailer during the Promotion Period (**Eligible Claimant**).
7. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including Participating Retailers and suppliers of the Bonus Offer), 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.
8. The Promotion comprises a Bonus Offer when Participating Products are purchased in-store or online by an Eligible Claimant during the Promotion Period from one of the below Australian retailers (each a **Participating Retailer**):

Amazon	Flybuys	Radio Rentals Group
Appliances Online	The Good Guys	Radio Rentals NSW
Betta Electrical	Harris Scarfe	Retravision Group
Bi Rite	Harvey Norman	Spartan
Billy Guyatts	JB Hi Fi	Status Plus
Bing Lee	Joyce Mayne	The Re Store
Camberwell Electrics	Kambos	Trade Secret
Casa Bottega	Kitchen Warehouse	W. Coogan & Co
Catch	Kogan Appliances	Whitfords of Five Dock
Costco	Leading Appliances	Williams Sonoma
David Jones	Mitchell & Brown	Winning Appliances
Domayne	Myer	Stan Cash
Dorsett Retail	Peters of Kensington	
E&S Trading	Qantas	

Purchases of Participating Products made through [www.delonghi.com.au](http://www.delonghi.com.au) and TVSN are not valid, and Participants will not be eligible to apply for a Bonus Offer in respect of such purchases.

Participating Products purchased from any other retailers that are not Participating Retailers are excluded from this Promotion, and any Participating Products purchased from such retailers will not be eligible for a Bonus Offer. The Promoter is not responsible for any person or third party store which misrepresents itself as a Participating Retailer or incorrectly claims that a Bonus Offer is available in respect of a product where no such Bonus Offer is available. Any purchase from a person incorrectly or fraudulently claiming to be a Participating Retailer or offering the Bonus Offer will not qualify a Participant to be eligible to apply for a Bonus Offer. Additionally, any corporate order made through

the Promoter or other channels will not qualify a Participant to be eligible to apply for a Bonus Offer. Eligible Claimants must retain their original Participating Retailer purchase receipt or electronic receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the discretion of the Promoter (acting reasonably), result in invalidation of the Eligible Claimant's application and forfeiture of any right to the Bonus Offer.

9. A Participant must have purchased one (1) of the following De'Longhi Coffee Machines (each a **Participating Product**) from a Participating Retailer during the Promotion Period, in order to apply for the specific Bonus Offer relating to that Participating Product.

Bonus Offer Pack and Contents:	Participating Product Models:	
<b>Essentials Gift Pack valued at AUD \$67 RRP</b> <ul style="list-style-type: none"> <li>Two (2) x 500g Signature Coffee Beans</li> <li>One (1) x 500mL EcoDecalk Descaling Solution</li> </ul>	ECAM220.21.BG ECAM220.31.SB ECAM220.63.B	Magnifica Start
	ECAM290.31.SB ECAM290.62.B ECAM290.83.TB	Magnifica Evo
	ECAM320.70.SB	Magnifica Plus
	ECAM350.55.SB ECAM350.75.S	Dinamica
	ECAM370.95.T	Dinamica Plus
<b>Explore Gift Pack valued at AUD \$123 RRP</b> <ul style="list-style-type: none"> <li>One (1) x 500g Signature Coffee Beans</li> <li>One (1) x 500g Specialty Coffee Beans</li> <li>Two (2) x 270mL Cappuccino Glasses</li> <li>Two (2) x 480mL Iced Coffee Glasses</li> <li>One (1) x Ice Cube Tray</li> </ul>	EXAM440.55.B EXAM440.55.W EXAM440.55.G	Rivelia
	ECAM450.55.G	Eletta Explore
	ECAM450.86.T	Eletta Explore with Cold Brew
<b>Indulge Gift Pack valued at AUD \$214 RRP</b> <ul style="list-style-type: none"> <li>Two (2) x 500g Specialty Coffee Beans</li> <li>Two (2) x 90mL Espresso Glasses</li> <li>Two (2) x 270mL Cappuccino Glasses</li> <li>Two (2) x 330mL Latte Glasses</li> <li>One (1) x Cocoa Shaker</li> <li>One (1) x Silver Vacuum Canister <i>(May be substituted with 1 x Black Vacuum Canister at the Promoter's discretion)</i></li> </ul>	ECAM610.75.MB	PrimaDonna Soul
	EPAM906.75.GLM	Maestosa

10. The Participating Product must have been paid for in full by the Participant within the Promotion Period.
11. Commercial sales, staff purchases, second-hand purchases, clearance lines and trade seconds products, retail staff discount offers, refurbished products, insurance claims, special offers and

- purchases made from mass merchant retailers are excluded from this Promotion, and any Participating Products purchased in these ways from Participating Retailers will not be eligible for a Bonus Offer.
12. An Eligible Claimant may only make one (1) Bonus Offer claim in respect of each Participating Product purchased from a Participating Retailer during the Promotion Period.
  13. The Bonus Offer cannot be used in conjunction with any other consumer offer, and is not available if the Participating Product is returned or refunded. A Participant must immediately return any Bonus Offer they receive in connection with a Participating Product purchase to the Promoter if they return the Participating Product for a refund or credit. Any costs incurred by the Eligible Claimant associated with returning the redeemed Bonus Offer are the sole responsibility of the Eligible Claimant.
  14. Multiple Bonus Offer claims are permitted, subject to the following: a. only one (1) claim permitted per purchase of a Participating Product. b. each claim must be submitted separately and in accordance with these Terms. The Promoter's decision is final and no correspondence will be entered into.
  15. Participants who are eligible to apply for a Bonus Offer will only receive that Bonus Offer if they are an Eligible Claimant and they comply with these Terms. Any application for a Bonus Offer that fails to meet these requirements will be deemed invalid. Bonus Offer 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.
  16. The Promoter may decline any invalid Bonus Offer application, although it reserves the right (in its discretion, acting reasonably) 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 Bonus Offer application as a valid application.
  17. Where a Participant's application for a Bonus Offer is successful, the Promoter will dispatch the relevant Bonus Offer up to 12 weeks from the date of validation. If a Bonus Offer, or a component of a Bonus Offer is unavailable or out of stock, the Promoter, in its discretion (acting reasonably), may substitute that Bonus Offer, or component of that Bonus Offer, with a gift of equal value and/or specification. Each Bonus Offer is not transferable or exchangeable and cannot be redeemed for cash. All other costs associated with the Bonus Offer or costs incurred by the Eligible Claimant, including accessing the internet or making telephone enquiries in relation to the Bonus Offer are the responsibility of the Eligible Claimant.
  18. Bonus Offer 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 a Bonus Offer 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 Bonus Offer. Additionally, a person must not apply for a Bonus Offer to which another Eligible Claimant is entitled, whether on their behalf or otherwise. If there is a dispute as to the identity of an Eligible Claimant, the Eligible Claimant will be deemed to be the person in whose name the purchase tax invoice was issued (if applicable). 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 Bonus Offers which it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to apply for Bonus Offers or enter details into the Promotion Website is prohibited.
  19. 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 a Bonus Offer and 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 (acting reasonably).
  20. The Promoter reserves the right in its discretion (acting reasonably) 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 which may 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.
  21. 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 discretion (acting reasonably), to the fullest extent permitted by law, to modify, suspend, terminate or cancel the Promotion, as appropriate.
  22. The Promoter will make reasonable efforts to deliver the Bonus Offer(s) to Eligible Claimant(s). The Eligible Claimant shall accept the Bonus Offer as described in these Terms and acknowledges that the Promoter accepts no responsibility for any variation in the value of the Bonus Offer. Any taxes which may be payable as a consequence of an Eligible Claimant receiving a Bonus Offer are the sole responsibility of the Eligible Claimant.
  23. 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, suppliers and, as required, to Australian regulatory authorities. A Bonus Offer claim is conditional on providing this personal information. By entering, if the Eligible Claimant opts-in by

ticking the opt-in box at the time of submitting their claim, Eligible Claimants consent to the Promoter, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Claimant. Eligible Claimants should direct any request to access, update or correct information by contacting the Promoter via the Contact Us link on the Promoter's website <https://www.delonghi.com/en-au/customer-support/contact-us>. 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>. A request to opt-out, access, update or correct any information can be made by contacting the Promoter via the Contact Us link on the Promoter's website <https://www.delonghi.com/en-au/customer-support/contact-us>. All Bonus Offer applications become the property of the Promoter. Unless otherwise indicated by the Promoter or its agent, the Promoter or its agent may disclose personal information overseas.

24. The Promoter may change these Terms from time to time, by posting the revised Terms (or a link to them) on the Promotion Website, but such revised Terms will only apply to purchases of Participating Products made after the date of such change. Participants should regularly check the Promotion Website for any updates. By applying for a Bonus Offer or entering details into the Promotion Website, Participants are deemed to have accepted the version of these Terms that applies at that time that they purchased the applicable Participating Product. The Promoter accepts no responsibility for lost, stolen, late, damaged or misdirected Bonus Offer applications.
25. To the extent permitted by applicable law, 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 and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
26. Nothing in these Terms 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 or similar consumer protection laws in the States and Territories of 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 (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, 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 Bonus Offer.
27. Eligible Claimants must fill out the contact form on [www.delonghi.com/en-au/contact-us](http://www.delonghi.com/en-au/contact-us) or telephone 1800 126 659 for all enquiries. Copyright © De'Longhi Australia Pty Ltd. All rights reserved.