Tefal Dual Easy Fry XXXL 11L EY9428 – BONUS GWP Air Fryer Accessories PROMOTION TERMS AND CONDITIONS

- 1. Instructions on how to participate and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. **Offer not valid in conjunction with any other offer.**
- 2. Participation is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, defacto 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 1st cousin.
- 3. **Promotional Period:** the promotion commences 12.01am AEDT on 01/12/2024 and closes at 11:59pm AEDT on 31/01/2025 ("Promotional Period").
- 4. **Promotional Offer:** Purchase a Tefal Dual Easy Fry XXXL 11L Air Fryer EY9428 ("Eligible Product") between 01/12/2024 and 31/01/2025 at a participating retailer ("Qualifying Transaction") and receive a BONUS gift (Easy Fry XXL Accessories XA1130) valued at \$99.95. Available while stocks last.
- 5. A participating retailer is any retailer that stocks Tefal products and displays advertising material for this promotion ("Participating Retailer"). Participating Retailer is subject to change. The Promoter recommends that prior to purchasing the Eligible Product, each claimant verify with the retailer that it is a Participating Retailer.
- 6. Customers are entitled to one (1) BONUS gift (Easy Fry XXL Accessories XA1130) per Eligible Product purchased. Multiple purchases are permitted.
- 7. Easy Fry XXL Accessories XA1130 ("Bonus Gift") is redeemed through Participating Retailers. The Bonus Gift is applied to the Qualifying Transaction. Please refer to the Participating Retailer's website for full terms and conditions. For Qualifying Transaction on Tefal.com.au, the Bonus Gift will be applied in the shopping cart. Available while stocks last.
- 8. The Promoter reserves the right, at any time, to verify the validity of customer eligibility and customers (including an customer's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the ordering process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promoter. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 9. Customers must retain their original purchase receipt(s) for all orders as proof of purchase. Failure to produce the proof of purchase for all orders when requested may, in the absolute

discretion of the Promoter, result in invalidation of an customer's claim and forfeiture of any right to a Bonus Gift. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the Purchase Period.

- 10. If the Eligible Product is returned, the Bonus Gift must also be returned, or its value will be deducted from the refund.
- 11. If there is a dispute as to the identity of a customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the customer.
- 12. Any cost associated with accessing the promotional website is the customer's responsibility and is dependent on the Internet service provider used.
- 13. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act 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.
- 14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 order 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 variation in offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by an purchaser; or (f) use of the product or bonus gift.
- 15. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize and gift suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.tefal.com.au/pages/privacy-policy In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter

may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the customer. The Privacy Policy also contains information about how customers may opt out, access, update or correct their PI, how customers may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter may share your PI with their related bodies corporate and agents for the purposes outlined in its Privacy Policy. This may involve the transfer of your PI outside Australia. 16. The Promoter is Groupe SEB Australia Pty Limited (ABN 40 081 605 889) of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113. Telephone 1300 307 824.