

Terms and Conditions

Q2 2023 Smeg x Play-Doh Bonus Offer

Promotional Period: 1st April to 31st May 2023

1. Information on how to register your **Q2 2023 Smeg x Play-Doh Bonus Offer** (The Offer) forms a part of these terms and conditions.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg")
3. The Promotion commences at 9:00am (AEST) on Saturday the 1st of April and closes at 11:59pm (AEST) on Wednesday the 31st of May 2023 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter.
4. **The Offer** must be claimed as a separate redemption to any other offer available at the time. **The Offer** must be registered at smegpromotions.com
5. Normal manufacturer's warranty conditions apply.
6. **The Offer** is only valid for purchases made in Australia during the Promotional Period.
7. **The Offer:**
 - a. Purchase any Smeg stand mixer and receive a bonus Smeg x Play-Doh set. The set includes:
 - i. Play-Doh Magical Mixer toy
 - ii. Kids Smeg x Play-Doh apron
 - iii. Magical Chef's cook booklet
 - iv. 5x iron-on badges
8. The promoter reserves the right to substitute the offer with an alternative offer of equal or greater value.
9. **The Offer** is available for retail sales only from an authorised Smeg retailer. It is not available to any multi-residential project, or new homes development sale, so is not available for any product purchased on a commercial invoice at commercial pricing. It is not available for any product sold as a factory second or purchased from an auction house.
10. **The Offer** is not available for products purchased from any website which is not an authorised Australian website.
11. To be eligible for this offer, each claimant must:
 - a. Be an Australian resident currently living in Australia with an Australian residential and postal address
 - b. Be aged 18 years 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. Be the end user of the participating products, meaning the claimant must purchase the participating product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use

- d. Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing
12. Personal retail shoppers only. **The Offer** is not transferable or exchangeable and cannot be taken as cash.
13. Employees and families of the promoter and its agencies are ineligible.
14. To register, customers must comply with the following process, during the Promotional Period, in order to claim:
 - a. purchase a Participating Product from a Participating Retail Store during the Promotional Period;
 - b. visit the website www.smegpromotions.com.au;
 - c. follow the prompts to the claim form;
 - d. input the requested personal details;
 - e. input the requested purchase information;
 - f. upload their Proof of Purchase issued by the Participating Retailer of purchase where prompted; and
 - g. submit the fully completed claim form no later than 11:59pm (AEST) on Sunday the 28th of June 2023.
STRICTLY NO REDEMPTIONS WILL BE PROCESSED AFTER THIS DATE.
 - h. On claim validation, follow the prompts to delivery address confirmation form;
 - i. submit the fully completed delivery address confirmation form no later than 11:59pm (AEST) on Sunday the 4th of July 2023.
15. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in the invalidation of the redemption and forfeiture of any right to The Offer.
16. The Promoter reserves the right to verify the validity of all registrations and disqualify any claimant for tampering with the registration process or for submitting a warranty, which is not in accordance with these terms and conditions.
17. The promoter accepts no responsibility for illegible, late, lost or misdirected registrations.
18. Incomplete, indecipherable or illegible claims will be deemed invalid. Any incorrect details submitted may render the corresponding claim invalid.
19. The Promoter's decision is final, and no correspondence will be entered into in relation to any such decisions.
20. Any tax liability arising because of accepting redemption amounts is the responsibility of the claimant.
21. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or online registration form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, including any injury or damage to the claimant's or any other person's computer related to or resulting from participation or downloading any materials in connection with the Offer.
22. To the extent permitted by law, in consideration for the Promoter accepting the claimant's claim registration, the claimant releases and forever discharges the Promoter from all actions, suits, proceedings, claims, demands, damages, penalties, costs or expenses (**Claims**) that the claimant may have or may have had but for this release arising from or in connection with any claimant's participation in the Offer and acceptance and use of the redemption amount. The claimant

indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any Claim by any person (including but not limited to other claimants who participate in the Offer), arising because of or in connection with the claimant's participation in the Offer.

23. If the Offer 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law:
 - a. to disqualify any claimant; or
 - b. to modify, suspend, terminate or cancel the Offer (or any part of the Offer).

24. Nothing in this agreement 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 under the *Australian Securities and Investments Commission Act 2001* (Cth) 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, affiliated companies, 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. If the Promoter can limit the claimant's remedy for a breach of a Non-Excludable Guarantee, the liability of Promoter (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:
 - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

25. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at www.smeg.com.au) and is incorporated into this agreement. The Promoter collects PI to conduct the Offer, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. The cash back is conditional on providing this PI and without this PI, Promoter cannot process any claims. The claimant consents to the information they submit with their claim being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other correspondence to the claimant. All personal details of the claimants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.

26. Any costs incurred by the claimant associated with claiming the Offer, including accessing the Smeg website, telephone enquiries in relation to the Offer, and mailing any required documents are the sole responsibility of the claimant.

For consumer enquiries, please contact:

SMEG AUSTRALIA

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