

Terms and Conditions

Q1 2023 Smeg Agency Save Offer

Promotional Period: 1st December 2022 to 31st January 2023

1. Instructions on how to claim and the offer form part of these Terms and Conditions ("Terms and Conditions"). Participation in this **Q1 2023 Smeg Agency Save Offer** is deemed acceptance of these Terms and Conditions.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg") of 2-8 Baker St, Banksmeadow NSW 2019.
1. The Promotion commences at 9:00am (AEST) on Wednesday the 1st of March and closes at 11:59pm (AEST) on Friday the 30th of June 2023 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter.
3. The Offer: **Save up to* 10% on selected Smeg:**
 - Purchase two eligible products, save 5%
 - Purchase three eligible products, save 7.5%
 - Purchase four or more eligible products, save 10%
4. Discount is applied at the point of purchase. Redemption is not required.

DEFINITIONS

5. For the purposes of these Terms and Conditions:
 - a. "Participating Retail Store" means any of the Australian retail stores authorised by Smeg to sell Participating Products and has been invited by the Promoter to participate in this promotion. Please contact the store prior to purchase to confirm availability.
 - b. "Participating Product" means any of the Smeg Agency products that are supplied by Smeg Australia and sold by an authorised participating retail store.
 - c. Normal manufacturer's warranty applies.

PARTICIPATING PRODUCTS

6. Smeg cookware, warming drawers, ovens, cooktops, compact ovens, built-in coffee machines, accessories, rangehoods, freestanding cookers, dishwashers, refrigeration and wine cellars within the DOLCE STIL NOVO, LINEA, and DIAMOND SERIES ranges.

EXCLUSIONS

7. For clarity, participating products does NOT include the following products:
 - a. Smeg CLASSIC, UNIVERSAL or VICTORIA ranges
 - b. Commercial Exclusive models or purchases made through a builder or commercial partner
 - c. Any factory second or items purchased from an auction house
 - d. Display models
 - e. Purchases from any store or website that is not an authorised Smeg retailer

- f. Clearance items or items purchased from www.shop.smeg.com.au
- g. Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other costs that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the included models.

ELIGIBILITY

- 8. 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 the Participating Products end user, meaning the claimant must purchase the Participating Product for their own use and not for commercial purposes, re-sale, resupply, rental, hire purchase or any other indirect use
 - c. Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing
 - d. Pay a 30% deposit to secure the order
 - e. All orders must be settled and delivered within 12 months of the order placement date. Orders not settled and delivered within this time frame may be cancelled upon customer notification.

VALIDATION OF CLAIMS

- 9. The Promoters decision is final, and no correspondence will be entered into in relation to any such decision.
- 10. To the extent permitted by law, the Promoter is not responsible for any problems, or technical malfunction of any telephone network lines, computer online systems, server 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 congestions on the Internet or at any website, including any injury or damage to the claimants or any other persons computer related to or resulting from participation or downloading any materials in connection with the Offer.
- 11. If a Participating Product is returned for a refund, exchange, or purchase is not finalised, the Offer is disqualified for the product in question and the claimant will not be refunded that portion of the return price.
- 12. Any costs associated with this Promotion is each claimant's responsibility. All other ancillary costs, including but not limited to insurance, taxes (excluding GST) and all 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.
- 13. Subject to these Terms and Conditions, and to the maximum extent permitted by law, the Promoter including its officers, employees and agents, exclude 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. Nothing in this agreements 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. 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 is able to 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 repairs 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 service supplied again.

15. The Promoters 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 cashback is conditional on providing this PI and without this PI, the 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.

For consumer enquiries, please contact the Promoter at:

Smeg Australia

2-8 Baker St

Banksmeadow NSW 2019

Ph: 02 8667 4888

E: info@smeg.com.au