

Terms and Conditions

Q2 2023 Smeg Portofino Discount Offer

Promotional Period: 1st May – 30th June 2023

1. Information on how to claim and the offer form part of these Terms and Conditions ("Terms and Conditions"). Participation in the Q2 2023 Smeg Portofino Discount Offer (The Offer) deems acceptance of these terms and conditions. Claimants must comply with 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 Monday the 1st of May 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.
4. The Offer is only valid for purchases in Australia.
5. The Offer is provided at the point of purchase. Redemption is not required.
6. **The Offer** is: Save up to \$1,500 on the Smeg Portofino collection:

MODEL	AGENCY PRICE	SAVE	FINAL PRICE
CPF9GPANA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPBLA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPOGA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPORA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPRA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPWHA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPXA	\$ 8,790	\$ 750	\$ 8,040
CPF9GPYWA	\$ 8,790	\$ 750	\$ 8,040
CPF9IPAN	\$ 10,490	\$ 750	\$ 9,740
CPF9IPBL	\$ 10,490	\$ 750	\$ 9,740
CPF9IPOG	\$ 10,490	\$ 750	\$ 9,740
CPF9IPOR	\$ 10,490	\$ 750	\$ 9,740
CPF9IPR	\$ 10,490	\$ 750	\$ 9,740
CPF9IPWH	\$ 10,490	\$ 750	\$ 9,740
CPF9IPX	\$ 10,490	\$ 750	\$ 9,740
CPF9IPYW	\$ 10,490	\$ 750	\$ 9,740
CPF120IGMPXA	\$ 15,990	\$ 1,050	\$ 14,940
CPF120IGMPBLA	\$ 15,990	\$ 1,050	\$ 14,940
CPF120IGMPTA	\$ 15,990	\$ 1,050	\$ 14,940
KPFA9AN	\$ 2,990	\$ 250	\$ 2,740
KPFA9BL	\$ 2,990	\$ 250	\$ 2,740
KPFA9OG	\$ 2,990	\$ 250	\$ 2,740
KPFA9OR	\$ 2,990	\$ 250	\$ 2,740
KPFA9RD	\$ 2,990	\$ 250	\$ 2,740

KPFA9WH	\$ 2,990	\$ 250	\$ 2,740
KPFA9X	\$ 2,990	\$ 250	\$ 2,740
KPFA9YW	\$ 2,990	\$ 250	\$ 2,740
KPFA12BL	\$ 3,490	\$ 250	\$ 3,240
KPFA12T	\$ 3,490	\$ 250	\$ 3,240
KPFA12X	\$ 3,490	\$ 250	\$ 3,240
FA490RAN5AU	\$ 4,490	\$ 200	\$ 4,290
FA490RBL5AU	\$ 4,490	\$ 200	\$ 4,290
FA490RR5AU	\$ 4,490	\$ 200	\$ 4,290
FA490RVH5AU	\$ 4,490	\$ 200	\$ 4,290
FA490RX5AU	\$ 4,490	\$ 200	\$ 4,290

7. The Agency Price may change at the Promoters discretion.
8. For the purposes of these Terms and Conditions:
 - a. "Participating Retail Store" means any one of the Australian retail stores that is authorised by Smeg to sell Participating Products and has been invited by the Promoter to participate in the Promotion. Please contact the store prior to purchase to confirm eligibility;
 - b. "Participating Product" means any of the Smeg products listed by model name and number that are supplied by Smeg in Australia and sold by a Participating Retail Store;
 - c. All colours are applicable to the promotion.
9. Normal manufacturer's warranty conditions apply.
10. For clarity, products from the following ranges are not eligible for claims under The Offer:
 - a. Classic
 - b. Victoria
 - c. Dolce Stil Novo
 - d. Linea
 - e. Divina Cucina
 - f. Dishwashers
 - g. Diamond Series
 - h. FAB
 - i. Complementary products or accessories
 - j. Small appliances
11. Other exclusions from The Offer:
 - k. Any factory second or items purchased from an auction house.
 - l. Display models
 - m. Purchases from any store or website that is not an authorised Smeg retailer.
 - n. Clearance items or items purchased from www.shop.smeg.com.au.
12. The Promoter is not liable for any costs, fees or expenses relating to the description of installation, insurance, warranty or extended warranty, delivery or any other costs that are, at the determination of the Promoter are its absolute discretion, additional or ancillary to the models listed above.
13. To be eligible for The Offer, each claimant must:

- o. be an Australian resident currently living in Australia with an Australian residential and postal address;
 - p. not purchase outside of the Smeg Portal; this includes employee, family member or friend of an employee;
 - q. 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;
 - r. not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing;
 - s. a 30% deposit has been paid to secure the order;
 - t. Purchase must be made during the Promotional Period.
14. The Promoters decision is final, and no correspondence will be entered into in relation to any such decision.
15. 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 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**.
16. 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.
17. 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 not be held responsible for any interruption of service that may interfere with a claimant's ability to participate in this Promotion.
18. Subject to these Terms and Conditions and to 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.
19. Nothing in this agreement 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 Investment 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 claimants remedy for a breach of a Non-Excludable Guarantee, the liability of the 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 good, the replacement of the good 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 services again, or the payment of the cost of having the services supplied again.

20. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at 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 promotion 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:

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