

# Terms and Conditions

## Q122 Smeg Sale

Promotional Period: 17<sup>th</sup> March to 27<sup>th</sup> March 2022

1. Information on how to claim and the offer form part of these Terms and Conditions ("Terms and Conditions"). Participation in the Q122 Smeg Sale ("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 Thursday the 17<sup>th</sup> of March 2022 and closes at 11:59pm (AEST) on Sunday the 27<sup>th</sup> of March 2022 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter. Purchases made received after the Promotional Period will not be accepted.
4. The Offer is only valid for purchases of any Participating Product in Australia.
5. The Offer is: Purchase a participating product and receive cash back as set out in clause 6 below, which may be received as either a digital or physical gift card ("Gift Card").
6. Participating Products and eftpos Gift Card values:

MODEL	Category	Gift Card Value
SAI4634D	Cooktop	\$125.00
SAI4744D	Cooktop	\$125.00
SAI4954D	Cooktop	\$200.00
DWA6314B2	Dishwasher	\$100.00
DWA6314W2	Dishwasher	\$100.00
DWA6314X2	Dishwasher	\$100.00
DWA6315W2	Dishwasher	\$150.00
DWA6315X2	Dishwasher	\$150.00
DWA6315X3	Dishwasher	\$150.00
DWAFI6314-2	Dishwasher	\$150.00
DWAI6314X2	Dishwasher	\$150.00
DWAU6315X2	Dishwasher	\$150.00
DWAU6315X3	Dishwasher	\$150.00
DWAFI6315T3	Dishwasher	\$200.00
DWAI6315XT3	Dishwasher	\$200.00
SFPA6301TVN	Oven	\$125.00
SFPA6301TVX	Oven	\$125.00
SFRA9300TVX	Oven	\$200.00

DOA330X1	Oven	\$250.00
DOSPA6395X	Oven	\$250.00
SFPA6303TPX	Oven	\$250.00
SFPA7395X2	Oven	\$250.00
SFP9395X1	Oven	\$250.00
SFPA9305SPX	Oven	\$375.00
KBTAU600XE	Rangehood	\$125.00
KBTAU700XE	Rangehood	\$125.00
KBTAU900MNE	Rangehood	\$125.00
KBTAU900NE	Rangehood	\$125.00
KBTAU900XE	Rangehood	\$125.00
SHU600XHN	Rangehood	\$125.00
SHU620X	Rangehood	\$125.00
SHU670X	Rangehood	\$125.00
SHU770X	Rangehood	\$125.00
SHU900XHN	Rangehood	\$125.00
SHU920X	Rangehood	\$125.00
SHU970X	Rangehood	\$125.00
KT90BLA	Rangehood	\$125.00
KT90PA	Rangehood	\$125.00
KT110BLA	Rangehood	\$200.00
KT110PA	Rangehood	\$200.00
CSP9GMXA-1	Upright	\$200.00
CSP9GMMNA-1	Upright	\$200.00
FSP9610X-1	Upright	\$200.00
FSP9610X	Upright	\$200.00
TRA90BL9	Upright	\$200.00
TRA90P9	Upright	\$200.00
TRA90SG-9	Upright	\$200.00
TRA90WH9	Upright	\$200.00
C9IMX9-1	Upright	\$300.00
TR90IBI9	Upright	\$300.00
TR90IP9	Upright	\$300.00
TR90IX9	Upright	\$300.00
TRA90BLP9	Upright	\$300.00
TRA93BL	Upright	\$300.00
TRA93P	Upright	\$300.00
TR4110IBL	Upright	\$600.00
TR4110IP	Upright	\$600.00
TR4110IRWV	Upright	\$600.00

7. 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, subject to these Terms and Conditions;
  - c. All colours are applicable to this Promotion.
8. Normal manufacturer's warranty conditions apply.
9. The Offer does not include the following products:
  - a. Wholesale complementary products or accessories;
  - b. Any factory second or items purchased from an auction house;
  - c. Display models; and
  - d. Clearance items or purchased from [www.shop.smeg.com.au](http://www.shop.smeg.com.au).
10. 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 is its absolute discretion, additional or ancillary to the models listed above.
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 personal use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - d. Competition shall not be open to purchases made by or for commercial re-sale. All such purchases shall be deemed invalid at the sole discretion of the Promoter.
  - e. Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing;
  - f. Pay a 30% deposit to secure the order and;
  - g. Comply with the following process, during the Promotional Period, in order to enter:
    - i. purchase a Participating Product from a Participating Retail Store during the Promotional Period;
    - ii. visit the Website [www.smegpromotions.com.au](http://www.smegpromotions.com.au);
    - iii. follow the prompts to the claim form;
    - iv. input the requested personal details;
    - v. input the requested purchase information;

- vi. upload their Proof of Purchase issued by the Participating Retailer of purchase where prompted;
- vii. choose distribution method of the Gift Card, whether that be physical ("Physical Eftpos") or digital (Digital Mastercard"); and
- viii. submit the fully completed claim form no later than 11:59pm (AEST) on Thursday the 1<sup>st</sup> of May 2022.

12. Every valid claim received will be awarded a cash back via either Physical Eftpos or Digital Mastercard (together the "Gift Card"). The Promoter will award credit via a Gift Card to each for those eligible Claimants who purchased any Participating Product during the Purchase Period and have complied with these Terms and Conditions. A Digital Mastercard will be awarded within seven (7) business days of verification where Digital Mastercard is selected, and within twenty-eight (28) business days of verification where Physical Eftpos is selected by the Claimant.

13. Gift Cards are subject to the relevant Gift Card supplier's conditions, including the following conditions which apply to the eftpos prepaid Gift Cards:  
This Card is issued by Vii Pty Ltd ABN 83 619 963 263 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. Vii Pty Limited ("Vii") is the issuer of the Card and authorises The Card Network ("TCN") Pty Ltd ABN 87 626 501 568 to distribute the Card.

- A. Using the Card, you agree to be bound by these Terms and Conditions. You must give these conditions to the user of the Card if that is not you. The Card remains our property.
- B. This Card is an eftpos prepaid gift card that can be used for electronic transactions, to purchase goods and services with "EFTPOS" facilities who accept prepaid gift cards. This card cannot be redeemed online.
- C. The Card will need to be activated once received. The card is valid from the date of activation. The relevant expiry period is printed on the back of your card. It is your responsibility to be aware of the expiry date.
- D. This Card is not reloadable. To check the card balance, card expiry and full conditions of use, go to [www.eftpos.gift](http://www.eftpos.gift) For balance enquiries, you will be required to enter both the Card Number and Access PIN on your Card prior to getting access to the card information. The Card cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
- E. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
- F. eftpos prepaid Gift Cards cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments
- G. The Gift Card is like cash and may not be replaced if misused, lost, stolen or damaged.

Digital Prepaid Mastercard® will be sent to each eligible Claimant's email address as specified in their online entry form. The Digital Prepaid Mastercard® is issued by EML

Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

Redemption of the Digital Prepaid Mastercard® is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. The Digital Prepaid Mastercard® requires activation within 60 days from the date of issue.

Any ancillary costs associated with redeeming a Digital Prepaid Mastercard® are not included in this promotion. Any unused balance of a Digital Prepaid Mastercard® will not be awarded as cash. Redemption of a Digital Prepaid Mastercard® is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.®

14. Incomplete or indecipherable claims will be deemed invalid.
15. Claims must be received during the Promotional Period (or such other date as is specified in these conditions). Claims are deemed to be received at the time they are received by the Promoter and not at the time of submission by the Claimant. Failure of a Claimant to provide their original receipt(s) (as per these terms) (without alteration) to the Promoter upon request may, at the Promoter's discretion, result in an invalid claim (and, at the Promoter's discretion, in all of the Claimant's claims being invalid). The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Claimants who enter using multiple email addresses or aliases may be disqualified. If applicable, consumers are responsible for their own costs associated with accessing the Internet. Automatically generated claims will not be accepted. If claims must be submitted on a claim form, only original claim forms will be accepted. Claim forms and promotional vouchers from any other offer are not valid for this offer.
16. The Promoter's decision is final, and no correspondence will be entered into in relation to any such decision.
17. 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 person's computer related to, or resulting from, participation or downloading any materials in connection with the Offer.

18. 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.
19. 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.
20. The Promoter and/or each Outlet may require claimants to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's and/or Participating Retail Store's discretion.
21. The Promoter may, in its sole discretion, disqualify all claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any tampering with the claim process or with the operation of the offer or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this offer, is contrary to law or is otherwise inappropriate.
22. Gift Cards are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in gift value. If a Gift Card or any element of a Gift Card is unavailable for any reason, the Promoter may substitute for that Gift Card or element of that Gift Card another item of equal or higher value as determined by the Promoter.
23. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including, without limitation, allergies, skin conditions or other reactions), illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this offer or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss, or delay in transit to Gift Cards. Delivery of Gift Cards (where included as part of the Offer) is within Australia only.
25. The Promoter is not liable for any tax implications arising from the receipt of Gift Cards. Independent financial advice should be sought.

26. 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.
27. If for any reason any aspect of this Offer is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the offer, or invalidate any affected claims.
28. Claimants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the receipt of any gift, free of charge, and they consent to the Promoter using their name and image in promotional material.
29. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at [smeg.com.au](http://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:

**SMEG AUSTRALIA**

Ph: 02 8667 4888

E: [info@smeg.com.au](mailto:info@smeg.com.au)