

# BRAUN 100 DAYS MONEY BACK GUARANTEE (NEW ZEALAND)

## Terms and Conditions

These Terms and Conditions, along with the Braun Household Privacy Policy, which is included by reference within these Terms and Conditions (accessible at <https://www.braunhousehold.com/en-nz/privacy-policy>), and the completed 100 Days Money Back Guarantee Credit Claim Form ("Claim Form"), constitute the complete agreement and understanding between the Promoter and you in relation to the Braun 100 Days Money Back Guarantee ("Promotion").

In these Terms and Conditions, "you" means the person who purchases an Eligible Product and makes a claim for a refund under this Promotion. By participating in the Promotion, you are deemed to have accepted these Terms and Conditions.

This Promotion is in addition to, and does not replace, your statutory rights and protections, including your rights under the Consumer Guarantees Act 1993.

## The Promoter

The Promoter (also referred to as "us" and "we") is De'Longhi Australia Pty Limited, 99 Khyber Pass Road, Grafton, Auckland 1023.

## Promotional Period

To participate in the Promotion, Eligible Products must be purchased between

8:00 am NZST 1 September 2024 to 11:59 pm NZST on 31 December 2024 (the "Promotional Period").

As detailed below, you will have 100 days from the date that you purchase an Eligible Product to contact our customer service representatives to make a claim for a refund under this Promotion. This means, for example, that, if you purchase an Eligible Product on 31 December 2024, the deadline for contacting us to make a claim is 10 April 2025.

## Eligible Products:

The "Eligible Products" and their model numbers are as follows:

- **Jug Blender:** JB1050BK, JB3150BK, JB7550BK, JB9042BK
- **Food Preparation:** FP3233SI, CH3011BK, HF3000
- **Hand Blenders:** MQ5237BK, MQ55755M, MQ7000X, MQ7077X, MQ9187XLI
- **Breakfast:** KF1100BK, HT1010BK, WK1100BK
- **Steam Irons:** SI3040WH, FI3164GY, FI3194BK, SI5184BK, SI9684DB
- **Steam Stations:** IS3157BL, IS7285BK
- **Garment Steamers:** GS5031BL, GS5011PU, GS7077BK

The following are not Eligible Products for the purposes of this Promotion:

- any Eligible Product that has not been paid for in full within the Promotion Period;
- any Eligible Product that is second-hand, a clearance line or trade seconds product, or a refurbished product; and
- any Eligible Product that has been purchased via a commercial sale, as part of a corporate order, or as part of an insurance claim.

## Participating Retailers

The "Participating Retailers" are:

- New Zealand retailers with brick and mortar store(s) in New Zealand; and
- Braun NZ's online store (<https://www.braunhousehold.com/en-nz>).

For clarity, the Promotion is valid for Eligible Products purchased from a Participating Retailers' New Zealand online store.

### Claiming Process

If you are not completely satisfied by the performance of the Eligible Product, you may make a claim for a full refund of the purchase price of (ie, the price you paid for) that Eligible Product. You can only make one claim for a refund under this Promotion per purchase of an Eligible Product.

To be eligible to make a claim for a refund under this Promotion, you must meet the following requirements:

- You must be over the age of 18 and reside in New Zealand.
- You must purchase an Eligible Product from a Participating Retailer during the Promotional Period.
- You must have owned the Eligible Product for at least 30 days from the date of purchase prior to making a claim
- You must notify our customer service team that you wish to return the Eligible Product within 100 days from the date that you purchased the Eligible Product. You can do this by calling or emailing our customer service representatives during business hours on:
  - a) 1800 126 659 between 9.00am and 4.00pm (NZST) Monday - Friday
  - b) [www.braunhousehold.com/en-nz/contact-us](http://www.braunhousehold.com/en-nz/contact-us)

Our customer service team will then send you an email with a unique Goods Return Authorisation Number, a Claim Form, and return process information.

- You must return the Eligible Product by posting the Eligible Product, at your own cost, in its original packaging with your proof of purchase (for example, your receipt) and the completed Claim Form using your preferred postage provider to the following address:

Delonghi

C/o Supply Chain Solutions

74 Westney Road, Mangere

Auckland 2022

Att: Braun 100 Days MBG / *Enter goods return authorisation number here*

The proof of purchase must clearly indicate the Participating Retailer from whom you purchased the Eligible Product, the price you paid, and demonstrate that the purchase was made during the Promotional Period.

The Eligible Product must be packaged well to avoid damage during transit.

Postage costs for the return of the Eligible Product are your full responsibility and will not be refunded. The Promoter takes no responsibility for late, lost, or misdirected mail. No refunds will be made for any Eligible Product damaged during transit.

The Promoter accepts no responsibility if your package returning the Eligible Product is lost, stolen, late, damaged, or misdirected. We recommend using a form of registered post with insurance to cover the retail value of the goods being sent

You must return the Eligible Product to us by post in the manner described above. We do not accept Eligible Products that are personally delivered to us or returned to the Participating Retailer.

- The Eligible Product must have been used and maintained in accordance with the instruction manual supplied, be in working condition, not be damaged, and be in its original packaging.
- We must receive the returned Eligible Product within 21 days of providing you with a Goods Return Authorisation Number. We recommend you post the Eligible Product as soon as possible to ensure we receive it within this timeframe.

If any of these requirements are not met then the Promoter reserves the right, in its absolute discretion, to invalidate the claim and forfeit any entitlement to a refund.

Incomplete, indecipherable or illegible Claim Forms will be deemed invalid.

In the event of any dispute as to whether the eligibility requirements are met, the decision of the Promoter is final and no correspondence will be entered into.

The Promoter retains the right to verify the authenticity of your claim at any time, including (but not limited to) verification of your identity, age, and place of residence. The Promoter also reserves the right, at its sole discretion, to disqualify any person whom it reasonably suspects of violating any of these Terms and Conditions, tampering with the claim process, or engaging in unlawful or improper misconduct that may compromise the fair and proper conduct of the Promotion, and to seek damages or other compensation in relation to such conduct. The Promoter may, at its discretion, accept errors and omissions. Any failure by the Promoter to enforce its rights in relation to this Promotion at any stage does not waive those rights.

### **Refund Process**

Refunds will only be issued once we have determined that you meet the eligibility requirements detailed above and we have received:

- a) the Eligible Product;
- b) proof of purchase; and
- c) the completed Claim Form, which must include the Goods Return Authorisation Number.

Refunds will be issued within 30 days.

Refunds will be provided through Electronic Funds Transfer (EFT) to the bank account number included on the Claim Form. You must ensure that all personal details provided are accurate. It is your responsibility to provide correct and complete bank account details, including your accurate full name. The Promoter will not be responsible for any rejection of EFT payments by banking institutions or any costs associated with locating lost funds.

The refund amount cannot be transferred, exchanged for a different product, or claimed at the point of purchase.

### **General terms and conditions**

The Promoter reserves the right in its discretion (acting reasonably) to disqualify any person who it has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other conduct calculated to jeopardise the fair and proper conduct of this Promotion. The Promoter's legal rights to recover damages or other compensation from such conduct are reserved.

If this Promotion 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, infection by computer virus, bugs, tampering, unauthorised intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its discretion (acting reasonably), to the fullest extent permitted by law, to modify, suspend, terminate or cancel the Promotion, as appropriate.

The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion (including injury or damage to any person's computer in relation to this Promotion and problems with contacting us via our website), acts in violation of these Terms and Conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.

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 Consumer Guarantees Act 1993. Except for any liability that cannot by law be excluded or that arises from the negligence or wilful misconduct of the Promoter, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising directly or indirectly in any way out of or in connection with this Promotion.

The Promoter may change these Terms and Conditions from time to time, by posting the revised Terms and Conditions (or a link to them) on its website. Participants should regularly check its website for any updates. By making a claim under this Promotion, individuals are deemed to have accepted the version of these Terms and Conditions that applies at that time.

These Terms are governed by the laws of New Zealand.

## **Privacy**

The Promoter collects and uses personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Participating Retailers and, as required, to New Zealand regulatory authorities. The personal information collected in connection with this Promotion will be collected, used, stored and disclosed in accordance with the Promoter's Privacy Policy, available at <https://www.braunhousehold.com/en-nz/privacy-policy>. If a customer does not provide the information required by the Promoter, that will impact the customer's ability to participate in the Promotion. You are entitled to access and correct your information, and those requests should be made to the Promoter via the Contact Us link on the Promoter's website <https://www.braunhousehold.com/en-nz/contact-us>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information overseas, and, where it does so, it will ensure that such disclosure is consistent with the requirements of the Privacy Act.