

# **BREVILLE CHRISTMAS 2022 PROMOTIONS**

## **TERMS & CONDITIONS**

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## BREVILLE CHRISTMAS ESPRESSO PROMOTION 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Espresso Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00 am (AEST) on Thursday, 27<sup>th</sup> October 2022, and closes at 11:59 pm (AEST) on Saturday, 31<sup>st</sup> December 2022 ("**Promotional Period**"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday, 15<sup>th</sup> January, 2023.
5. The promotional gift consists of one of three possible gift packs as further described as '**Gift Pack 1**', '**Gift Pack 2**', and '**Gift Pack 3**' in these Terms and Conditions below.
6. To redeem a Gift Pack, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
7. Limit of one (1) Gift Pack per item purchased applies. Gifts are not redeemable for cash.

### Definitions

8. For the purposes of these Terms and Conditions:
  - a. "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - b. "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:

Model name	Model number	Bonus Gift
the Oracle® Touch – Stainless Steel	BES990BSS	Gift Pack 1 (valued at RRP\$429.65)
the Oracle® Touch – Black Truffle	BES990BTR	
the Oracle® Touch – Black Stainless Steel	BES990BST	
the Oracle® – Stainless Steel	BES980BSS	
the Oracle® – Black Truffle	BES980BTR	
the Oracle® – Black Sesame	BES980BKS	
the Dynamic Duo™ – Stainless Steel	BEP920BSS	Gift Pack 2 (valued at RRP\$269.65)
the Dynamic Duo™ – Black Truffle	BEP920BTR	
the Barista Touch™ – Stainless Steel	BES880BSS	
the Barista Touch™ – Black Truffle	BES880BTR	
the Barista Touch™ – Black Stainless Steel	BES880BST	



the Barista Pro™ – Stainless Steel	BES878BSS	
the Barista Pro™ – Black Truffle	BES878BTR	
the Barista Pro™ – Black Stainless Steel	BES878BST	
the Barista Pro™ – Sea Salt	BES878SST	
the Barista Pro™ – Smoked Hickory	BES878SHY	
the Barista Pro™ – Red Velvet Cake	BES878RVC	
the Dual Boiler™ – Stainless Steel	BES920BSS	Gift Pack 3 (valued at RRP\$129.90)
the Dual Boiler™ – Black Sesame	BES920BKS	
the Barista Express Impress™ – Stainless Steel	BES876BSS	
the Barista Express Impress™ – Sea Salt	BES876SST	
the Barista Express Impress™ – Black Truffle	BES876BTR	
the Barista Express® – Stainless Steel	BES870BSS	
the Barista Express® – Black Truffle	BES870BTR	
the Barista Express® – Black Sesame	BES870BKS	
the Barista Express® – Cranberry Red	BES870CRN	
the Barista Express® – Charcoal	BES870CHR	
the Barista Express® – Salted Liquorice	BES870SLQ	
the Barista Express® with Milk Jug Thermal – Stainless Steel	BES875BSS	
the Barista Express® with Milk Jug Thermal – Black Sesame	BES875BKS	
the Bambino® Plus – Stainless Steel	BES500BSS	
the Bambino® Plus – Sea Salt	BES500SST	
the Bambino® Plus – Black Truffle	BES500BTR	
the Bambino® Plus – Olive Tapenade	BES500OLT	
the Bambino® – Stainless Steel	BES450BSS	
the Bambino® – Black Truffle	BES450BTR	
the Bambino® – Sea Salt	BES450SST	
the Bambino® – Damson Blue	BES450DBL	

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.



c. **"Participating Retail Store"** means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:

- Breville.com.au
- Appliances Online
- Amazon
- Betta Electrical
- Betta Home Living
- Bi-Rite
- Bing Lee
- Breville Outlet Store
- Catch
- Chef's Hat
- Cookshop Plus
- Costco
- David Bark Appliances
- David Jones
- Domayne
- (The) Good Guys
- Harris Scarfe
- Harvey Norman
- Home & Giving
- House
- Joyce Mayne
- JB Hi-Fi
- Kitchen to Table
- Kitchen Queen
- Leading Appliances
- Myer
- RetravisioN WA
- Peters of Kensington
- Qantas Store
- Seconds World
- Stan Cash
- Williams Sonoma

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- d. **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
- i. The Participating Product that was purchased.
  - ii. The price paid for the Participating Product.
  - iii. The Participating Retail Store in which the Participating Product was purchased.
  - iv. The date that the Participating Product was purchased during the Promotional Period and prior to the claim being made.
- e. **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- f. **"Purchase"** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating



Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

### Privacy

9. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Validity of claims is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Unless otherwise indicated by the Promoter or its supplier, the Promoter or supplier may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at [privacy@breville.com](mailto:privacy@breville.com). These Terms and Conditions are deemed to incorporate Breville's [privacy policy](#) and by claiming under the Promotion, each claimant acknowledges it has been advised to review it.

### Eligibility and claims

10. To be eligible to claim a Gift Pack, each claimant must:
- be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
  - be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
  - not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
  - be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](https://promotions.breville.com.au) ("**Website**") by 15<sup>th</sup> January, 2023; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
    - Retain original packaging and Proof of Purchase.
    - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
      - Information including the claimant's full name, contact telephone number, email address and residential address
      - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.



### Validation of claims

11. The Promoter will:
  - a. ensure that the Proof of Model Number provided by a claimant is valid; and
  - b. ensure that the Proof of Purchase submitted by each claimant is valid.
12. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

### Gift Packs

13. Each claimant whose claim is validated will receive one of the following Gift Packs, depending on the Promotional Product purchased.
14. The Gift Packs are provided as is and will be delivered to claimants directly by a third party. The Gift Packs are subject to any delivery or processing delays.

- a. Purchases of the Oracle® Touch in Stainless Steel, Black Truffle or Black Stainless Steel (BES990) or the Oracle® in Stainless Steel, Black Truffle or Black Sesame (BES980), will receive the Gift Pack 1, valued at \$429.65 including:

- 4 x 250g Pablo & Rusty's Porter St Blend Coffee Beans
- Exclusive Live Roaster Online Masterclass
- 1 Breville Puck Sucker
- 2 Breville Dual Wall Latte Glasses (200ml)
- 1 Breville Bean Keeper Coffee Canister

- b. Purchases of the Dynamic Duo™ in Stainless Steel or Black Truffle (BEP920), or the Barista Touch™ in Stainless Steel or Black Truffle or Black Stainless Steel (BES880), or the Barista Pro™ in Brushed Stainless Steel, Black Truffle, Black Stainless Steel, Sea Salt, Smoked Hickory or Red Velvet Cake (BES878), will receive Gift Pack 2, valued at \$269.65 including:

- 4 x 250g Pablo & Rusty's Porter St Blend Coffee Beans
- Live Roaster Online Demonstration
- 1 Breville Milk Jug Thermal (480ml)
- 1 Breville Knock Box Mini
- 2 Breville Dual Wall Latte Glasses (200ml)

- c. Purchases of the Dual Boiler™ in Stainless Steel or Black Sesame (BES920) or the Barista Express Impress™ in Stainless Steel, Sea Salt or Black Truffle (BES876), or the Barista Express in Brushed Stainless Steel, Black Truffle, Black Sesame, Charcoal, Cranberry Red or Salted Licorice (BES870), or the Barista Express Impress™ with Milk Jug Thermal in Stainless Steel or Black Sesame (BES875), or the Bambino Plus in Brushed Stainless Steel, Black Truffle, Sea Salt or Olive Tapenade (BES500) or the Bambino in Brushed Stainless Steel, Black Truffle, Sea Salt or Damson Blue (BES450), will receive Gift Pack 3, valued at \$129.90 including:

- 2 x 250g Pablo & Rusty's Porter St Blend Coffee Beans
- Live Roaster Online Demonstration

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery



and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

15. The Promoter is not responsible for delivering Gift Packs to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the Gift Pack delivery within 28 business days of the notification email.
16. If any Gift Pack or element of it becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift or element of a Gift Pack of equal or greater value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation in the event that the Gift Pack or element of a Gift Pack has been substituted at equal or greater value.

#### **Invalid claims**

17. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
18. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
19. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

#### **General**

21. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a Gift Pack for the claim.
22. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a Gift Pack is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any 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.
23. 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, including, but not limited to, where arising out of the following:



- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. acts or omissions (including negligent acts or omissions) of the Promoter or the Promoter's employees or agents involved in the conduct of this promotion.
  - c. any theft, unauthorised access or third party interference;
  - d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - e. any tax or other financial liability incurred by a claimant.
24. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:
- a. in the case of supply of goods, the Promoter doing any one or more of the following:
    - i. replacing the goods or supplying equivalent goods;
    - ii. repairing the goods;
    - iii. paying the cost of replacing the goods or of acquiring equivalent goods; and/or
    - iv. paying the cost of having the goods repaired; or
  - b. in the case of supply of services, the Promoter doing either or both of the following:
    - i. supplying the services again; and/or
    - ii. paying the cost of having the services supplied again.
25. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
26. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: **1300 139 798**





## BREVILLE CHRISTMAS COOKING PROMOTION 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Cooking Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00am (AEST) on Thursday 27<sup>th</sup> October, 2022 and closes at 11:59pm (AEST) on Saturday 31<sup>st</sup> December, 2022 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday 15<sup>th</sup> January, 2023.
5. To redeem a gift, claimants must:
  - o Purchase a Participating Product from a Participating Retail Store.
  - o Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
6. Limit of one (1) gift per item purchased applies. Gifts are not redeemable for cash. This promotion is only available while stocks last.

### Definitions

7. For the purposes of these Terms and Conditions:
  - o "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - o "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:
  - o

Model Name	Model Number	Bonus Gift
the Smart Oven™ Air Fryer	BOV860	Breville x Gewurzhaus 'Savoury Sensation' 10 jar Salt & Spice Pack. Valued at \$149.93 + Breville Cooking Class valued at \$100
the Combi Wave™ 3 in 1	BMO870	Breville x Gewurzhaus 'Savoury Sensation' 10 jar Salt & Spice Pack. Valued at \$149.93 + Breville Cooking Class valued at \$100
the Smart Oven™ Pro	BOV850	Breville x Gewurzhaus 'Marinade Medley' 6 jar Spice Pack. Valued at \$74.20 + Breville Cooking Class valued at \$100
the Compact Wave™ Soft Close	BMO650	Breville x Gewurzhaus 'Marinade Medley' 6 jar



		Spice Pack. Valued at \$74.20 + Breville Cooking Class valued at \$100
the Smooth Wave™	BMO840	Breville x Gewurzhaus 'Marinade Medley' 6 jar Spice Pack. Valued at \$74.20 + Breville Cooking Class valued at \$100
the Fast Slow GO™	BPR680	Breville x Gewurzhaus 'Marinade Medley' 6 jar Spice Pack. Valued at \$74.20 + Breville Cooking Class valued at \$100
the Fast Slow Pro™	BPR700	Breville x Gewurzhaus 'Marinade Medley' 6 jar Spice Pack. Valued at \$74.20 + Breville Cooking Class valued at \$100

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

- **"Participating Retail Store"** means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:

- Breville.com.au
- Appliances Online
- Amazon
- Betta Electrical
- Betta Home Living
- Bi-Rite
- Bing Lee
- Breville Outlet Store
- Catch
- Chef's Hat
- Cookshop Plus
- David Bark Appliances
- David Jones
- Domayne
- Good Guys
- Harris Scarfe
- Harvey Norman
- Home & Giving
- House
- Joyce Mayne



- JB Hi-Fi
- Kitchen to Table
- Kitchen Queen
- Leading Appliances
- Myer
- Retravisio WA
- Peters of Kensington
- Qantas Store
- Seconds World
- Stan Cash
- Williams Sonoma

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - The Participating Product that was Purchased.
  - The price paid for the Participating Product.
  - The Participating Retail Store in which the Participating Product was Purchased.
  - The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
- **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- **"Purchase"** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

#### Privacy

8. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Breville's privacy policy. For further details see <https://breville.com.au/pages/privacy-policy>

## Eligibility and claims

9. To be eligible to claim a Gift Pack, each claimant must:

- be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
- be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
- not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
- be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
- make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](https://promotions.breville.com.au) ("**Website**") by 15<sup>th</sup> January, 2023; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
  - Retain original packaging and Proof of Purchase.
  - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
    - Information including the claimant's full name, contact telephone number, email address and residential address
    - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

## Validation of claims

10. The Promoter will:

- ensure that the Proof of Model Number provided by a claimant is valid; and
- ensure that the Proof of Purchase submitted by each claimant is valid.

11. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful

## Gift Packs

12. The gift packs will be delivered to claimants directly by Promoter, but may be subject to any delivery and/or processing delays.

13. Each claimant whose claim is validated will receive the following bonus gifts, depending on relevant participating product:

- Breville x Gewurzhaus 'Savoury Sensation' 10 jar Salt & Spice Pack valued at AUD\$149.93 + Breville Cooking Class valued at \$100. Pack includes flavours listed below. Variations are unlikely but may occur.
  - Black Lava Sea Salt 126g (L)
  - Mount Zero Pink Lake Salt 200g (L)
  - Chilli Salt 130g (L)
  - Australian Chicken Salt 75g (M)
  - Garlic Lovers Spice 70g (M)
  - Crunchy Pork Crackling Rub 70g
  - BBQ Glaze Spice 62g (M)
  - Lamb Spice 68g (M)



- Spanish Skewer and BBQ Spice 58g (M)
- Melbourne Coffee Meat Rub
- o (with BOV860; BMO870)
- Breville x Gewurzhaus 'Marinade Melody' 6 jar Spice Pack valued at AUD\$74.20 + Breville Cooking Class valued at \$100. Pack includes flavours listed below. Variations are unlikely but may occur.
  - Bavarian Roast Chicken Spice 68g (M)
  - Greek Grilling Spice 52g
  - BBQ Blokes Spice 53g (M)
  - BBQ Glaze Spice 62g (M)
  - Spanish Skewer and BBQ Spice 58g (M)
  - Fish Spice 60g (M)
- o (with BOV850; BMO650; BMO840; BPR680; BPR700)

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days' notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

14. The Promoter is not responsible for delivering Gift Packs to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the Gift Pack delivery within 28 business days of the notification email.
15. If any Gift Pack or element of it becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift or element of a Gift Pack of equal or greater value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation in the event that the Gift Pack or element of a Gift Pack has been substituted at equal or greater value.

#### Invalid claims

16. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
17. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

## General

20. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a gift for the claim.
21. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a gift is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any 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.
22. 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, including, but not limited to, where arising out of the following:
  - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - acts or omissions (including negligent acts or omissions) of the Promoter's employees or agents involved in the conduct of this promotion.
  - any theft, unauthorised access or third party interference;
  - any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - any tax or other financial liability incurred by a claimant.
23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:
  - in the case of supply of goods, the Promoter doing any one or more of the following:
    - replacing the goods or supplying equivalent goods;
    - repairing the goods;
    - paying the cost of replacing the goods or of acquiring equivalent goods; and/or
    - paying the cost of having the goods repaired; or
  - in the case of supply of services, the Promoter doing either or both of the following:
    - supplying the services again; and/or
    - paying the cost of having the services supplied again.
24. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
25. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: 1300 139 798



## BREVILLE CHRISTMAS PIZZA PROMOTION 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Pizza Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00am (AEST) on Thursday, 27<sup>th</sup> October 2022 and closes at 11:59pm (AEST) on Saturday 31<sup>st</sup> December 2022 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday 15<sup>th</sup> January, 2023.
5. To redeem a gift, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
6. Limit of one (1) gift per item purchased applies. Gifts are not redeemable for cash. This promotion is only available while stocks last.

### Definitions

7. For the purposes of these Terms and Conditions:
  - a. "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - b. "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:

Model Name	Model Number	Bonus Gift
the Smart Oven™ Pizzaiolo	BPZ820BSS	Breville Pizza Starter Kit + Pizza Masterclass

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

- c. "**Participating Retail Store**" means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:
  - Breville.com.au
  - Amazon
  - Bing Lee
  - Breville Outlet Store
  - David Jones
  - Domayne
  - Harvey Norman
  - Joyce Mayne
  - Myer
  - Retravisio WA



- Peters of Kensington
- Qantas Store
- The Good Guys
- Williams Sonoma

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- d. **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - The Participating Product that was Purchased.
  - The price paid for the Participating Product.
  - The Participating Retail Store in which the Participating Product was Purchased.
  - The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
- e. **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- f. **"Purchase"** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

## Privacy

8. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Breville's privacy policy. For further details see <https://breville.com.au/pages/privacy-policy>

## Eligibility and claims

9. To be eligible to claim a Gift Pack, each claimant must:
  - a. be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
  - b. be aged 18 years old 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. not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;





- d. be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
- e. make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](https://promotions.breville.com.au) ("**Website**") by 15<sup>th</sup> January, 2023; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
  - Retain original packaging and Proof of Purchase.
  - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
    - Information including the claimant's full name, contact telephone number, email address and residential address
    - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

#### Validation of claims

10. The Promoter will:
  - a. ensure that the Proof of Model Number provided by a claimant is valid; and
  - b. ensure that the Proof of Purchase submitted by each claimant is valid.
11. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful

#### Gift Packs

12. The gift packs will be delivered to claimants directly by Promoter, but may be subject to any delivery and/or processing delays.
13. Each claimant whose claim is validated will receive the following bonus gifts:

- 1 Breville 'Pizza Starter Kit' Pizzaiolo Gift Set + Live Online Pizza Masterclass

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days' notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

14. The Promoter is not responsible for delivering Gift Packs to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the Gift Pack delivery within 28 business days of the notification email.
15. If any Gift Pack or element of it becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift or element of a Gift Pack of equal or greater value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation in the event that the Gift Pack or element of a Gift Pack has been substituted at equal or greater value.

## Invalid claims

16. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
17. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

## General

20. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a gift for the claim.
21. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a gift is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any 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.
22. 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, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. acts or omissions (including negligent acts or omissions) of the Promoter's employees or agents involved in the conduct of this promotion.
  - c. any theft, unauthorised access or third party interference;
  - d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - e. any tax or other financial liability incurred by a claimant.
23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory



guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:

- a. in the case of supply of goods, the Promoter doing any one or more of the following:
  - replacing the goods or supplying equivalent goods;
  - repairing the goods;
  - paying the cost of replacing the goods or of acquiring equivalent goods; and/or
  - paying the cost of having the goods repaired; or
- b. in the case of supply of services, the Promoter doing either or both of the following:
  - supplying the services again; and/or
  - paying the cost of having the services supplied again.

24. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.

25. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: 1300 139 798



## BREVILLE THE BAKERY CHEF™ HUB PROMOTION XMAS 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Bakery Chef Hub™ Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00 am (AEST) on Thursday, 27<sup>th</sup> October 2022, and closes at 11:59 pm (AEST) on Saturday 31<sup>st</sup> December, 2022 ("**Promotional Period**"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday 15<sup>th</sup> January, 2023.
5. To redeem a Gift Pack, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
6. Limit of one (1) gift per item purchased applies. Gifts are not redeemable for cash. This promotion is only available while stocks last.

### Definitions

7. For the purposes of these Terms and Conditions:
  - a. "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - b. "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:

Model name	Model number
the Bakery Chef™ Hub – Black Truffle	LEM750BTR
the Bakery Chef™ Hub – Sea Salt	LEM750SST
the Bakery Chef™ Hub – Damson Blue	LEM750DBL
the Bakery Chef™ Hub – Almond Nougat	LEM750ALM
the Bakery Chef™ Hub – Mint Frosting	LEM750MTF
the Bakery Chef™ Hub – Rosewater Meringue	LEM750RWM

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

- c. "**Participating Retail Store**" means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:



- Breville.com.au
- 2nds World
- Appliances Online
- Amazon
- Betta Electrical
- Betta Home Living
- Bi-Rite
- Bing Lee
- Breville Outlet Store
- Catch
- David Jones
- Domayne
- Good Guys
- Harris Scarfe
- Harvey Norman
- Home & Giving
- House
- Joyce Mayne
- JB Hi-Fi
- Leading Appliances
- Myer
- Retravision WA
- Peters of Kensington
- Qantas Store
- Stan Cash

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store:

- d. **“Proof of Purchase”** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - i. The Participating Product that was Purchased.
  - ii. The price paid for the Participating Product.
  - iii. The Participating Retail Store in which the Participating Product was Purchased.
  - iv. The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
- e. **“Proof of Model Number”** means proof of the model number of a Participating Product by Breville.
- f. **“Purchase”** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

#### Privacy

- 8. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Validity of claims is conditional on providing



this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Unless otherwise indicated by the Promoter or its supplier, the Promoter or supplier may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at [privacy@breville.com](mailto:privacy@breville.com). These Terms and Conditions are deemed to incorporate Breville's [privacy policy](#) and by claiming under the Promotion, each claimant acknowledges it has been advised to review it.

### Eligibility and claims

9. To be eligible to claim a Gift Pack, each claimant must:

- a. be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
- b. be aged 18 years old 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. not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
- d. be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
- e. make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](http://promotions.breville.com.au) ("**Website**") by 15<sup>th</sup> January, 2022; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
  - Retain original packaging and Proof of Purchase.
  - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
    - Information including the claimant's full name, contact telephone number, email address and residential address
    - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

### Validation of claims

10. The Promoter will:

- a. ensure that the Proof of Model Number provided by a claimant is valid; and
- b. ensure that the Proof of Purchase submitted by each claimant is valid.

11. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

### Gift Packs

12. The Gift is provided as is and will be delivered to claimants by Promoter. The Gift is subject to any delivery or processing delays.



- a. Purchase of the Bakery Chef™ Hub is eligible to redeem their choice of one (1) of the following four (4) attachment options:

- the Pasta Chef™ (LEM012) valued at \$279.00
- OR
- the Spiraliser Chef™ (LEM013) valued at \$169.95
- OR
- the Food Processor Chef™ (LEM014) valued at \$279.00
- OR
- the Grinder Chef™ (LEM016) valued at \$229.00

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

13. The Promoter is not responsible for delivering gift to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the gift delivery within 28 business days of the notification email.
14. If any gift or element of it becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift or element of a Gift Pack of equal or greater value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation in the event that the Gift Pack or element of a Gift Pack has been substituted at equal or greater value.

#### **Invalid claims**

15. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
16. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
17. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

## General

19. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a Gift Pack for the claim.
20. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a Gift Pack is the sole responsibility of the claimant. All other ancillary costs including but not limited to insurance, taxes (excluding GST) and any 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.
21. 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, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. acts or omissions (including negligent acts or omissions) of the Promoter or the Promoter's employees or agents involved in the conduct of this promotion.
  - c. any theft, unauthorised access or third party interference;
  - d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - e. any tax or other financial liability incurred by a claimant.
22. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:
  - a. in the case of supply of goods, the Promoter doing any one or more of the following:
    - replacing the goods or supplying equivalent goods;
    - repairing the goods;
    - paying the cost of replacing the goods or of acquiring equivalent goods; and/or
    - paying the cost of having the goods repaired; or
  - b. in the case of supply of services, the Promoter doing either or both of the following:
    - supplying the services again; and/or
    - paying the cost of having the services supplied again.
23. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
24. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: **1300 139 798**





## BREVILLE CHRISTMAS WATER PROMOTION 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Water Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00am (AEST) on Thursday 27<sup>th</sup> October 2022 and closes at 11:59pm (AEST) on Saturday 31<sup>st</sup> December 2022 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday 15<sup>th</sup> January, 2023.
5. To redeem a gift, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
6. Limit of one (1) gift per item purchased applies. Gifts are not redeemable for cash. This promotion is only available while stocks last.

### Definitions

7. For the purposes of these Terms and Conditions:
  - a. "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - b. "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:

Model Name	Model Number	Bonus Gift
the AquaStation™ Purifier	LWA100	350ml Stainless Steel Water Bottle
the AquaStation™ Purifier Hot	LWA200	350ml Stainless Steel Water Bottle
the AquaStation™ Purifier Chilled	LWA300	360ml Stainless Steel Tea Flask/Water Bottle
the AquaStation™ Purifier Chilled + Hot	LWA600	360ml Stainless Steel Tea Flask/Water Bottle

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

- c. "**Participating Retail Store**" means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:
  - Breville.com.au
  - Appliances Online
  - Amazon
  - Betta Electrical



- Betta Home Living
- Bi-Rite
- Bing Lee
- Breville Outlet Store
- Catch
- Chef's Hat
- Cookshop Plus
- David Bark Appliances
- David Jones
- Domayne
- Good Guys
- Harvey Norman
- Harris Scarfe
- Joyce Mayne
- JB Hi-Fi
- Myer
- Retravisision WA
- Peters of Kensington
- Qantas Store
- Seconds World
- Stan Cash
- Williams Sonoma

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- d. **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - The Participating Product that was Purchased.
  - The price paid for the Participating Product.
  - The Participating Retail Store in which the Participating Product was Purchased.
  - The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
- e. **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- f. **"Purchase"** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

## Privacy

- 8. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the



information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Breville's privacy policy. For further details see <https://breville.com.au/pages/privacy-policy>

#### Eligibility and claims

9. To be eligible to claim a Gift Pack, each claimant must:
- be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
  - be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
  - not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
  - be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](https://promotions.breville.com.au) ("**Website**") by 30 September 2022; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
    - Retain original packaging and Proof of Purchase.
    - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
      - Information including the claimant's full name, contact telephone number, email address and residential address
      - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

#### Validation of claims

10. The Promoter will:
- ensure that the Proof of Model Number provided by a claimant is valid; and
  - ensure that the Proof of Purchase submitted by each claimant is valid.
11. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful

#### Gift

12. The gift will be delivered to claimants directly by Promoter, but may be subject to any delivery and/or processing delays.
13. Each claimant whose claim is validated will receive the following bonus gift, depending on relevant participating product:
- 1 x Breville 350ml Stainless Steel Water Bottle (Sea Salt) valued at AUD\$24.95
    - (with LWA100; LWA200)
  - OR



- 1 x Breville 360ml Stainless Steel Tea Flask/Water Bottle valued at AUD\$59.95
  - (with LWA300; LWA600)

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days' notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

14. The Promoter is not responsible for delivering gifts to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the gift delivery within 28 business days of the notification email.
15. This promotion is available while stocks last and once Gifts are out of stock claimants will not be entitled to any substitute gift or other compensation.

#### **Invalid claims**

16. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
17. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

#### **General**

20. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a gift for the claim.
21. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a gift is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any 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.
22. 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, including, but not limited to, where arising out of the following:

- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- b. acts or omissions (including negligent acts or omissions) of the Promoter's employees or agents involved in the conduct of this promotion.
- c. any theft, unauthorised access or third party interference;
- d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- e. any tax or other financial liability incurred by a claimant.

23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:

- a. in the case of supply of goods, the Promoter doing any one or more of the following:
  - replacing the goods or supplying equivalent goods;
  - repairing the goods;
  - paying the cost of replacing the goods or of acquiring equivalent goods; and/or
  - paying the cost of having the goods repaired; or
- b. in the case of supply of services, the Promoter doing either or both of the following:
  - supplying the services again; and/or
  - paying the cost of having the services supplied again.

24. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.

25. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: 1300 139 798



## BREVILLE CHRISTMAS AIR PROMOTION 2022 FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Christmas Air Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
2. The promoter is BREVILLE PTY LIMITED ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00am (AEST) on Thursday, 27<sup>th</sup> October 2022 and closes at 11:59pm (AEST) on Saturday, 31<sup>st</sup> December 2022 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Sunday, 15<sup>th</sup> January 2023.
5. To redeem a gift, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
6. Limit of one (1) gift per item purchased applies. Gifts are not redeemable for cash. This promotion is only available while stocks last.

### Definitions

7. For the purposes of these Terms and Conditions:
  - a. "**Immediate Family Member**" means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.
  - b. "**Participating Product**" means any of the Breville products listed in the table below by model name and number that are supplied by Breville in Australia and sold directly by Breville or by a Participating Retail Store:

Model Name	Model Number	Bonus Gift
the Smart Air™ Viral Protect Compact Purifier	LAP208	Aroma Ceramic Diffuser
the Smart Air™ Purifier	LAP300	Aroma Ceramic Diffuser
the Smart Air™ Connect Purifier	LAP308	Aroma Ceramic Diffuser
the Smart Air™ Viral Protect Plus Purifier	LAP408	Aroma Ceramic Diffuser
the Smart Air™ Plus Purifier	LAP500	Aroma Ceramic Diffuser
the Smart Air™ Plus Connect Purifier	LAP508	Aroma Ceramic Diffuser
the Smart Mist™ Humidifier	LAH400	Aroma Ceramic Diffuser
the Smart Mist Top™ Connect	LAH508	Aroma Ceramic Diffuser
the Smart Dry Plus™ Dehumidifier	LAD300	Aroma Ceramic Diffuser
the Smart Dry Plus™ Connect Dehumidifier	LAD308	Aroma Ceramic Diffuser
the All Climate™ Dehumidifier	LAD250	Aroma Ceramic Diffuser
the Smart Dry Ultimate™ Dehumidifier	LAD500	Aroma Ceramic Diffuser
the Smart Dry™ 2-in-1 Viral Protect Dehumidifier	LAD708	Aroma Ceramic Diffuser

Any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, delivery or any other cost that is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the above table.

- c. **"Participating Retail Store"** means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:

- Breville.com.au
- Appliances Online
- Amazon
- Betta Electrical
- Betta Home Living
- Bi-Rite
- Bing Lee
- Breville Outlet Store
- Big W
- David Bark Appliances
- David Jones
- Domayne
- Good Guys
- Harvey Norman
- Home & Giving
- House
- Joyce Mayne
- JB Hi-Fi
- Kitchen Queen
- Leading Appliances
- Myer
- RetravisioN WA
- Peters of Kensington
- Qantas Store
- Seconds World
- Stan Cash

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- d. **"Proof of Purchase"** means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
- The Participating Product that was Purchased.
  - The price paid for the Participating Product.
  - The Participating Retail Store in which the Participating Product was Purchased.
  - The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
- e. **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- f. **"Purchase"** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by



entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

### Privacy

8. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer at. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Breville's privacy policy. For further details see <https://breville.com.au/pages/privacy-policy>

### Eligibility and claims

9. To be eligible to claim a Gift Pack, each claimant must:
- be an Australian resident currently living in Australia with an Australian residential and postal address; Gift Packs will only be delivered in Australia;
  - be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
  - not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
  - be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use or as a personal gift and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit [promotions.breville.com.au](https://promotions.breville.com.au) ("**Website**") by 15<sup>th</sup> January, 2023; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
    - Retain original packaging and Proof of Purchase.
    - Visit the online claim form located at the Website ("**Online Claim Form**") and provide:
      - Information including the claimant's full name, contact telephone number, email address and residential address
      - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.

The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

### Validation of claims

10. The Promoter will:





- a. ensure that the Proof of Model Number provided by a claimant is valid; and
  - b. ensure that the Proof of Purchase submitted by each claimant is valid.
11. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful

#### **Gift**

12. The Gift is provided as is and will be delivered to claimants directly by a third party. The Gift is subject to any delivery or processing delays.
13. Each claimant whose claim is validated will receive the following bonus gift, depending on relevant participating product:
- Aroma Ceramic Diffuser [W2D-MER-00111], valued at AUD\$89.95

There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days' notice by contacting [askus@breville.com.au](mailto:askus@breville.com.au). If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Gift Pack.

14. The Promoter is not responsible for delivering gifts to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavour to arrange the gift delivery within 28 business days of the notification email.
15. This promotion is available while stocks last and once Gifts are out of stock claimants will not be entitled to any substitute gift or other compensation.

#### **Invalid claims**

16. In the event that Breville determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 11:59 pm (AEST) on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
17. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

#### **General**

20. If a Participating Product, details of which are submitted as part of a claim, is returned for a refund or exchange, that claim is disqualified from the Promotion and the claimant is not entitled to receive a gift for the claim.

21. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a gift is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any 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.
22. 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, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. acts or omissions (including negligent acts or omissions) of the Promoter's employees or agents involved in the conduct of this promotion.
  - c. any theft, unauthorised access or third party interference;
  - d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - e. any tax or other financial liability incurred by a claimant.
23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:
  - a. in the case of supply of goods, the Promoter doing any one or more of the following:
    - replacing the goods or supplying equivalent goods;
    - repairing the goods;
    - paying the cost of replacing the goods or of acquiring equivalent goods; and/or
    - paying the cost of having the goods repaired; or
  - b. in the case of supply of services, the Promoter doing either or both of the following:
    - supplying the services again; and/or
    - paying the cost of having the services supplied again.
24. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
25. Consumer promotion support is available at:

Email: [askus@breville.com.au](mailto:askus@breville.com.au)

Phone: 1300 139 798