



BREVILLE SPRING AIR PURIFIER GIFT WITH PURCHASE 2024 PROMOTION FULL TERMS AND CONDITIONS

The following information on how to claim the offer forms part of these terms and conditions ("Terms and Conditions"). Participation in this Breville Spring Air Purifier Gift With Purchase 2024 Promotion ("Promotion") is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid. Claimant must comply with the eligibility and claim requirements set forth herein in order for the claim to be valid.

1. The promoter is Breville Pty Limited ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("Promoter" or "Breville").
2. The Promotion commences at 9am AEST on Thursday, 25 July 2024 and closes at 11:59pm AEST on Sunday, 3rd November 2024 ("Promotional Period"). The Promotional Period may be extended in the sole discretion of the Promoter. Notwithstanding the foregoing, Claimant must submit the Online Claim by Sunday, 17 November 2024.

Definitions

3. For the purposes of these Terms and Conditions:
 - a. "Household" 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 or step-brother (whether natural or by adoption), sister or step-sister (whether natural or by adoption), or first cousin.
 - b. "Purchase" means either making full 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 which finances the purchase of a Participating Product during the Promotional Period.
 - c. "Proof of Purchase" means generally a value-added tax ("VAT") invoice or receipt 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. from where the Participating Product was Purchased, including either Promoter or a Retailer; and
 - IV. the date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.

Participating Products

4. "Participating Products" (hereinafter, each a "Participating Product", collectively, "Participating Products") consists of the following Breville Products and are separated into 2 Gift Packs:

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Participating Products for Gift Pack 1:

- **LAP608TTM; LAP508WHT; LAP500WHT**

Participating Products for Gift Pack 2:

- **LAP408WHT/NAV; LAP308WHT; LAP300WHT; LAP208WHT/PNK**

Participating Stores

5. "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 (Harvey Norman)
- Amazon
- Appliances Online
- Betta Electrical
- Betta Home Living
- Billy Guyatt
- Bing Lee
- Bi-Rite
- Catch
- David Jones
- Domayne
- The Good Guys
- Harvey Norman
- House
- JB Hi-Fi
- Joyce Mayne
- Leading Appliances
- My House
- Myer
- Peters of Kensington
- Qantas Store
- Retravisision WA
- Robins Kitchen
- Stan Cash

Gift

6. Details regarding the Gift Pack (the "Gift") that Claimant receives will depend on the Participating Product that was Purchased as set forth below:
 - a. Gift Pack 1: For Purchases of Participating Products for Gift Pack 1 Claimants will receive the following:
 - i) **2 x Herington Wool Blend Pillows**



- b. Gift Pack 2: For Purchases of Participating Products for Gift Pack 2 Claimants will receive the following:
 - i) **1 x Herington Wool Blend Pillow**

Eligibility

- 7. To be eligible to claim a Gift, each “Claimant” must:
 - a. be currently living in one of the Participating Countries with a valid postal address in one of the Participating Countries. The “Participating Countries” include: Australia
 - b. be aged 18 years old or over;
 - c. not be an employee of the Promoter or of any agency associated with this Promotion, or be a member of the same Household as such a person;
 - d. must Purchase the Participating Product for personal use 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 with respect to that Purchase.

Submitting Claims and Redeeming Gift

- 8. To submit a Claim, Claimant must:
 - a. Visit <https://promotions.breville.com.au/> and follow the instructions which include Customer purchases a participating Air Purifier from a participating retailer during the promotional period and goes online (<https://promotions.breville.com.au/>) to redeem their gift. Gift based on model purchased. Customer registers product through MyBreville and applies to redeem their bonus gift. All applications are reviewed and approved/rejected internally. If approved, relevant gift sent to customer by 3PL via Shipstation.
 - b. Claims must be submitted by Sunday, 17 November 2024, in order to redeem the Gift.

Delivery

- 9. After Claimant redeems their Gift, Promoter will endeavour to arrange the first delivery within 28 days of the notification email.
- 10. There will be no delivery fee for deliveries made within the country of purchase. Change of delivery address must be done prior to order being shipped. If a delivery has already been dispatched before notification of any change of delivery address, Claimant may not receive the delivery and Breville will not be responsible or liable for the delivery.
- 11. If any portion of the Gift becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift of equal or greater value at the Promoter's sole discretion. Claimant will not be entitled to any additional compensation in the event that a gift has been substituted at equal or greater value.



Invalid Claims

12. In the event that Promoter determines in its sole discretion that a Claimant's Claim is invalid, that Claimant will be notified of the reason for this determination via the email address provided ("Invalid Claim Notification Email"). The Claimant will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide a valid Proof of Purchase, as applicable, by responding as set forth in the Invalid Claim Notification Email.
13. The Promoter may invalidate a claim if a Claimant fails to provide a valid Proof of Purchase by the 14th calendar day after the Invalid Claim Notification Email is sent, and the Claimant will not be eligible to receive the Gift.
14. The Promoter may, at any time, verify the validity of any claim and any Claimant (including a Claimant's identity, age and place of residence) and Proof of Purchase, and 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 non-negotiable. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Breville reserves the right to request and inspect original purchase receipts, to check all claims for compliance with these Terms and Conditions and to request any missing Proofs of Purchase.
15. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimant is responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that the Promoter is notified of any updated details. The Promoter accepts no responsibility if a Claimant fails to notify the Promoter of correct details or of a change to those details pursuant to the requirements herein. Claims containing false, misleading or fraudulent information will not be processed, nor will submissions containing false, misleading or fraudulent information. Breville is entitled to exclude Claimants from the Promotion who do not fulfill the conditions of participation, violate the conditions of participation, provide incorrect personal details or use dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such Claimant from receiving the Gift or – if it has already been supplied – demand its return.

Privacy

16. 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 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. 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. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer. For further details see:

<https://breville.com.au/pages/privacy-policy>.

General

17. Limit of one (1) Gift applies per participating product purchase. Gifts are not redeemable for cash.
18. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims.
19. This promotion is only available while supplies last.
20. If a Participating Product is returned within six (6) months, the Gift must be returned immediately, or the corresponding refund will be issued less the value of the Gift.
21. Promotion may not be transferred, re-sold or combined with other offers, promotions or discounts and is subject to change or discontinuation without notice at any time. Offers do not apply to past orders, bulk orders, back-ordered items or out-of-stock items.
22. Any costs associated with this Promotion and making a claim is each Claimant's responsibility. All taxes which may be payable as a consequence of receiving a Gift are the sole responsibility of the Claimant. All other ancillary costs including but not limited to insurance, taxes and any and all other expenses are the responsibility of the Claimant.
23. 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.
24. Breville reserves the right to modify the Terms and Conditions of this Promotion during the Promotion and to adapt them to the changed circumstances. Breville reserves the right, without prior notice, to interrupt or terminate this Promotion at any time (including prematurely) or to extend it, without taking into account your interests or the interests of any Claimant. This applies in particular in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Promotion cannot be guaranteed for technical and/or legal reasons.
25. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees, representatives, and agents) excludes and disclaims all liability 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:

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- 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 officers, employees, representatives, 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; and
 - e. any tax or other financial liability incurred by a Claimant.
26. By registering the Participating Product, and by claiming the Gift, the Claimant agrees to these Terms and Conditions and further acknowledges that Claimant has read and accepted the Terms and Conditions of this Promotion.
27. If any provision of these Terms and Conditions of Service should be deemed invalid in whole or in part, this does not affect the validity of the remaining provisions. An ineffective provision shall be replaced by a provision which is legally permissible and which comes closest to the provision deemed invalid, in terms of content. The same applies to possible regulatory gaps.
28. The law of the country of purchase shall apply.
29. Consumer promotion support is available at:
Email: askus@breville.com.au
Phone: 1300 139 798.