



BREVILLE CHRISTMAS BARISTA EXPRESS PROMOTION 2019 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 Barista Express 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 Second Floor, 170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").
3. The Promotion commences at 9:00 am (AEST) on Friday, 1 November 2019, and closes at 11:59 pm (AEST) on Tuesday, 31 December 2019 ("**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 Friday, 31 January 2020.
5. The promotional gift consists of an allocation of coffee beans ("the "**Gift**") fulfilled by PABLO & RUSTY'S PTY LTD (ABN 20 137 878 589) ("**Pablo & Rusty's**") as further described in these Terms and Conditions below
6. To redeem the 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.
7. Limit of one (1) Gift applies per household. 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
the Barista Express™ – Black Sesame	BES870BKS
the Barista Express™ – Stainless Steel	BES870BSS
the Barista Express™ – Cranberry	BES870CRN

- c. 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.
- d. "**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:
 - 2nds World
 - Appliance Kitchen
 - Appliances Online
 - Amazon (Breville Store & Authorised Sellers)
 - Bed Bath n Table
 - Betta Electrical

Breville®

- Betta Home Living
- Bi-Rite
- Big W
- Bing Lee
- Breville.com.au
- Breville Outlet Store
- Chef's Hat
- Casa Rio Coffee
- Chef's Hat
- Cookshop Plus
- Costco
- Croplines Coffee Roasters
- Dallimore's Homewares
- David Jones
- Domayne
- General Trader
- Harris Scarfe
- Harvey Norman
- Home & Giving
- Home Timber Hardware
- Hotel Agencies
- House
- Joyce Mayne
- JB Hi-Fi
- Kambos Warehouse
- Kitchen to Table
- Kitchen Queen
- Kitchen Warehouse
- KMART
- Leading Appliances
- Loyola AU
- Mahalia Coffee
- Matchbox
- Medhurst
- Minimax
- Mitre 10
- My Coffee Shop
- Myer
- Oakhome
- Radio Rentals
- Retravisio
- Peters of Kensington
- Qantas Store
- Sauvage Urbain
- Seconds World
- Sir John's Gifts
- Spendless
- Stan Cash
- Target

Breville®

- The Essential Ingredient
- The Good Guys
- Williams Sonoma
- Winning Appliances
- Your Habitat
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The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

- e. **"Proof of Purchase"** means an original 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.
- f. **"Proof of Model Number"** means proof of the model number of a Participating Product by Breville.
- g. **"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 affiliated 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 privacy@breville.com.au. 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

10. To be eligible to claim a Gift, each claimant must:
- a. be an Australian resident currently living in Australia with an Australian residential and postal address;
 - 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 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 ("**Website**") by 31 January 2020; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
 - i. Retain original packaging and Proof of Purchase.
 - ii. 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; and
 - 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

13. Each claimant whose claim is validated will receive the following Gift: A supply of Pablo & Rusty's Porter St Coffee Beans valued at \$114. Each Gift is subject to the terms and conditions of Pablo & Rusty's. The Gift will be delivered to claimants directly by Pablo & Rusty's in two (2) deliveries of four (4) 250g bags of Porter St coffee beans, and is subject to any delivery or processing delays.
14. There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 7 calendar days notice by contacting breville@campaign.net.au. If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Breville and/or Pablo & Rusty's 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.
15. 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.
16. 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 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 or element of a Gift 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 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 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;

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- 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: breville@campaign.net.au

Phone: 1300 781 267