



## BREVILLE BONUS DICING KIT FULL TERMS AND CONDITIONS

### TERMS AND CONDITIONS

1. Instructions on how to claim form part of these terms and conditions ("**Terms and Conditions**"). 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 offer commences at 9:00 am (AEST) on Sunday, 1 April 2019, and will run while stocks of the gift last in store ("**Offer Period**").
4. To redeem the gift, purchase any of the Participating Products (defined below) from a participating Australian retailer during the Offer Period.
5. Claimants are responsible for the collection of the gift from the relevant Participating Retail Store (as defined below) at the time of purchase. The Promoter is not responsible for delivering gifts to claimants.

### Definitions

6. 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 Kitchen Wizz® 16 Peel & Dice	BFP820BAL

- c. "**Participating Retail Store**" means any one of the Australian retail stores operating under the following names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Campaign:
  - Harvey Norman
  - JB HiFi
  - Myer

The Promoter recommends that prior to purchasing a Participating Product, each entrant 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 Campaign Period and prior to the entry 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 Campaign 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 Campaign Period. This does not include laybys unless the final layby payment is made during the Campaign Period.
- g. **“\$”** is a reference to Australian dollars.

### Eligibility

- 7. To be eligible for this offer, you 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 Campaign;
  - c. not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this offer, or be an Immediate Family Member of such a person;
  - d. be the Participating Product’s end-user, meaning the entrant must Purchase the Participating Product for their own use and not for re-sale, re-supply, rental, or any other indirect use;

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

### Gift

- 8. The Gift consists of one (1) Breville Dicing Kit (BFP005), valued at \$149.95. This gift is not redeemable for cash. This offer is available only while stocks last.

### Prize Restrictions

- 9. Limit of one (1) prize per person/household. Eligibility to receive the Bonus is non-transferable and non-assignable and no substitutions or cash redemptions are permitted except at Promoter's sole discretion or as otherwise provided herein. The Promoter’s decision is final and binding.
- 10. If any prize or any element of a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize or element of a prize of equal or greater value at the Promoter’s sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value.

### General

- 11. If a Participating Product, details of which are submitted as part of an entry, is returned for a refund or exchange, that entry is disqualified from the Campaign and the entrant is not entitled to receive a gift for the entry.
- 12. Any costs associated with this Campaign and making an entry is each entrant’s responsibility. 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 an entrant’s ability to participate in this Campaign.
- 13. 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 Campaign, 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 servants or agents involved in the conduct of this Campaign.
- 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 entrant.

14. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Campaign 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.

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

16. Consumer support is available at:

Phone: [1300 781 267](tel:1300781267)

Email: [breville@campaign.net.au](mailto:breville@campaign.net.au)