



## BREVILLE HERITAGE COMPETITION FULL TERMS AND CONDITIONS

1. Instructions on how to enter and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Breville Heritage Competition ("**Competition**") is deemed acceptance of these Terms and Conditions. This competition is not valid in conjunction with any other offer. Entries 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 competition commences at 9:00 am (AEST) on Wednesday, 28 March 2018, and closes at 11:59 pm (AEST) on Thursday, 31 May 2018 ("**Competition Period**"). The Competition Period may be extended in the sole discretion of the Promoter. Entries received after the Competition Period will not be accepted.
4. Claimants must submit their Online Claim Form by 11:59pm (AEST) on Saturday 30 June 2018.
5. Each prize is one (1) Breville Smart Scoop ice cream maker valued at \$399.95. Total of twenty (20) prizes are available. Total prize pool is \$7999.00. One (1) entry per household. Prizes are not redeemable for cash.
6. To enter the competition, you must:
  - a. Purchase a Participating Product from a Participating Retail Store during the Competition Period in accordance with these Terms and Conditions.
  - b. Satisfy the other eligibility and entry requirements in these Terms and Conditions.
  - c. Tell us your mum's original recipe using a Breville Sandwich product, detailing ingredients in 100 words or less in text format for review (all uploaded material constituting the "**Submission**").
  - d. The winning entries will be selected based on creativity and other factors determined in the sole discretion of the Promoter and must be a valid entry.
7. EXCEPT TO THE EXTENT PROHIBITED BY LAW, BY ENTERING THE COMPETITION, YOU ARE EXPRESSLY AND IRREVOCABLY AGREEING THAT BREVILLE AND ITS RELATED BODIES CORPORATE AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND LICENSEES SHALL HAVE A PERPETUAL, ROYALTY-FREE, UNRESTRICTED RIGHT, THROUGHOUT THE WORLD, TO USE, SHARE, DISTRIBUTE, POST, PUBLISH, DISPLAY, TRANSMIT, TRANSLATE, MODIFY, SELL, TRANSFER AND COPY IN ANY PRESENT OR FUTURE FORM OR MEDIA INCLUDING WITHOUT LIMITATION IN PRINT, ONLINE, OR THROUGH SOCIAL MEDIA, THE SUBMISSION AND ANY CONTENT WITHIN THE SUBMISSION, INCLUDING NAMES OF WINNERS, WITHOUT ATTRIBUTION, ROYALTY, OR OBLIGATION TO THE ENTRANT. BREVILLE SHALL HAVE NO OBLIGATION HOWEVER TO TAKE ANY SUCH ACTIONS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL INTELLECTUAL PROPERTY RIGHTS IN ANY SUBMISSION SHALL BE TRANSFERRED TO BREVILLE UPON ENTRY INTO THE COMPETITION.

### 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:

# Breville®

Model name	Model number
Breville the Original	BSG1974
Breville Perfect Press	BSG600BSS
Breville Toast & Melt 4 slice	BSG540BSS
Breville Toast & Melt 2 slice	BSG520BSS
Breville Big One	BTS100SIL
Breville Original 2 Slice	BTS200SIL

- 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 Competition:
- 2nds World
  - Amazon
  - Appliances Online
  - Bed Bath n Table
  - Betta Electrical
  - Betta Home Living
  - Bi-Rite
  - Big W
  - Bing Lee
  - Breville.com.au
  - 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
  - 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
- Target
- The Essential Ingredient
- The Good Guys
- Williams Sonoma
- Winning Appliances
- Your Habitat

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

- e. **“Proof of Purchase”** means an original tax invoice clearly confirming a valid 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 Competition Period and prior to the entry being made.
- f. **“Purchase”** means either making full and final payment for a Participating Product during the Competition 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 Competition Period. This does not include laybys unless the final layby payment is made during the Competition Period. Use of services such as Afterpay and Zippay transactions do not constitute Purchases unless payment is made in full during the Competition Period.

## Privacy

9. Entries remain the property of the Promoter. Breville and its agents collect personal information in order to conduct the Competition 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 entries is conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise



advised, use the information for Competition, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an entrant. Entrants 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. Entrants 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 entering under the Competition, each entrant accepts the terms and conditions of Breville's privacy policy. For further details see <https://breville.com.au/pages/privacy-policy>

### Eligibility

10. To be eligible to enter, each entrant must:

- a. be an Australian resident currently living in Australia with an Australian residential and postal address, no PO box details will be accepted;
- b. be aged 18 years old or over, or if under the age of 18, have obtained the express written consent of their parent or legal guardian to participate in this Competition (which must be furnished to the Promoter upon request);
- c. not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Competition, 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 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; and visit [www.brevillepromotions.com.au](http://www.brevillepromotions.com.au) ("**Website**") by 30 June 2018; and follow all of Breville's 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 entry form located at the Website ("**Online Entry Form**") and provide:
    - Information including the entrant's full name, contact telephone number, email address and residential address. We cannot deliver to PO box addresses.
    - 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 entries. Entrants must ensure that all personal details provided are correct.

### Validation of Entry

11. The Promoter will:

- a. ensure that the proof of model number provided by an entrant is valid; and
- b. ensure that the Proof of Purchase submitted by each entrant is valid.

Entries will be judged based on creativity and other criteria in the sole determination of the Promoter. Once validated, the Promoter will communicate with the entrant to arrange delivery of the prize.

12. Limit of one entry per household applies.

13. The Promoter reserves the right to request verification of age, identity, residential address and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves

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the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involves manipulating, interfering or tampering with this Competition or otherwise preventing the conduct of the Competition as intended by the Promoter. In the event of such problems or conduct, then the Promoter may modify, cancel, terminate or suspend the Competition.

## Judging

14. Judging decisions is expected to take place at Breville, 170-180 Bourke Rd, Alexandria, NSW 2015 on the 5 July 2018 at or about 10 am.
15. Winners will be contacted by phone within approximately two (2) working days of a decision.
16. Winners will be notified in writing within approximately ten (10) working days of a decision. Confirmation of mailing address will be requested prior to prize being dispatched.
17. The Promoter reserves the right to request winners to provide suitable identification of proof of age and identity prior to awarding a prize.
18. If a winner of a valid entry is under 18 years old, the Prize may be awarded to the Winner's parent or guardian.
19. Winner details will be published at [www.brevillepromotion.com.au](http://www.brevillepromotion.com.au)
20. The Promoter reserves the right to announce and/or publish the Winners names and/or photograph for publicity or other purposes.

## Prize

21. Each valid entry will be eligible to win:
  - a. a Breville the Smart Scoop Ice Cream maker valued at \$399.00. Total retail value ("RRP") of all Prizes is \$7999.00 AUD.
  - b. There will be no delivery fee for deliveries made within Australia. It is the winner's responsibility to ensure their delivery address is correct at time of entry.
22. The Promoter is not responsible for delivering prize to entrants, or any delivery or processing delays. Each winner will be contacted by email and will endeavour to arrange the prize delivery within 10 business days of acceptance of the prize. Acceptance of the prize includes confirming mailing address for prize delivery within the appointed time.

## Invalid entries

23. Winning entries must be valid in relation to these terms and Conditions. Should a selected entry prove to be invalid that entry will be disqualified and an alternative entry may be selected.
24. The Promoter may, at any time, verify the validity of an entrant's identity, age and place of residence, Proof of Purchase and proof of model number provided as part of an entry and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. All decisions of the Promoter are final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants 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 an entrant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

## Prize Restrictions

26. Limit of one (1) prize per household. All prizes are non-transferable or 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.

27. Promoter will not replace any lost or stolen prizes once sent to any winners.
28. 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.
29. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the winner. No more than the stated number of prizes set forth in these Terms and Conditions will be awarded.
30. Prizes will be delivered to winners within approximately 2 weeks of the close of the Competition Period, subject to any processing or delivery delays. Winners will be notified of any delay.

## General

31. 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 Competition and the entrant is not entitled to receive a gift for the entry.
32. Any costs associated with this Competition 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 Competition. All taxes (excluding GST) which may be payable as a consequence of receiving a prize is the sole responsibility of the Winner.
33. 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 Competition, 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 Competition.
  - 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 an entrant.
34. 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.

35. 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.

36. Consumer Competition support is available at:

Email: [promotions@brevillepromotions.com.au](mailto:promotions@brevillepromotions.com.au)

Phone: 02 9912 4490