

## **SUNBEAM MOTHER'S DAY**

### **SIMPLY GREAT BONUS COFFEE GIFT PROMOTION**

#### **HOW TO CLAIM**

1. To be eligible to claim, subject to the terms and conditions stipulated herein, individuals must purchase the following Coffee Machines: Sunbeam Mini Barista Coffee Machines (model no. EM4300, EM4300S, EM4300K), Sunbeam Barista Max Coffee Machines (model no. EM5300, EM5300S & EM5300K) (collectively "Eligible Product") at a participating store nationally during the purchase period between 24.04.21 and close of business on 16.05.21 ("Purchase Period") and submit a valid entry form to the Promoter as detailed below ("Qualifying Purchase") to redeem their corresponding Simply Great Bonus Gift ("Bonus Coffee Gift"). Final claims must be received online by 11.59pm AEST on 30.05.21 or whilst stocks last ("Entry Period").
2. To claim, individuals must take each of the following steps. All items must be completed in order for a Claim to be valid:
  - i) purchase the Eligible Product at a participating store during the Purchase Period; and then
  - ii) visit [www.sunbeam.com.au/MDGWP](http://www.sunbeam.com.au/MDGWP) and follow the instructions on screen where they will be required to input all requested contact details on the online form as well as uploading a copy or legible photograph of their receipt. Copies of receipts which are submitted to support a claim must include: eligible product/s, date of purchase and receipt number.
  - iii) submit the completed entry form online during the Entry Period

#### **TERMS AND CONDITIONS**

1. **Promoter:** The Promoter is Sunbeam Corporation Ltd (ABN 45 000 006 771) of Suite 1 Level 1, 13 Lord Street, Botany NSW 2019. Telephone 1300 881 861.
2. **Terms:** Information on how to claim and redeem a "Bonus Coffee Gift" forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
3. **Purchase Period:** Promotion commences on 24.04.21 and ends for purchases at close of business on 16.05.21. An Eligible Product must be purchased within the Purchase Period to entitle the entrants to entry.
4. **Entry Period:** Final claims must be received by 11.59pm AEST on 30.05.21 or whilst stock lasts.
5. **Eligible Product:**
  - i) The offer only applies to the Eligible Products described under "How to Claim" above;
  - ii) Eligible Product(s) are Sunbeam Mini Barista Coffee Machine (model no. EM4300, EM4300S, EM4300K) or Sunbeam Barista Max Coffee Machine (model no. EM5300, EM5300S, EM5300K)
  - iii) An Eligible Product must be purchased at a participating retailer in Australia. The Promoter does not guarantee that each retailer will stock the Eligible Products during the Purchase Period. We suggest you contact the retailers to ensure the products you wish to buy are available
6. **Eligibility and Entry Conditions:**
  - i) Claims are only open to Australian residents aged 18 years or over.

ii) Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. Immediate family 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, step-brother, step-sister or 1st cousin.

iii) Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction; and (b) each claim must be submitted separately and in accordance with claim requirements. Claimants will be eligible to receive multiple 'Bonus Coffee Gifts', however only one (1) "Bonus Coffee Gift" will be awarded per Qualifying Purchase.

iv) Claimants must retain either their original OR a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to entry.

v) Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

vi) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

## **7. Prize**

i) Claimants must ensure that all personal details provided are correct. The Promoter will not be responsible for the disconnected telephone number, email rejecting or any damages or costs attributable to failure of identifying the winner. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

ii) Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a "Bonus Coffee Gift". Purchase receipt(s) must clearly specify the store of purchase, that the purchase was made during the Promotional Period but prior to claim, and the total dollar value of Sunbeam products purchased.

iii) Every valid claim received will be awarded a “Bonus Coffee Gift” whilst stocks last. The “Bonus Coffee Gift” consists of the following:

- (a) Sunbeam Mini Bang Bang (model no. EMA0900) valued at \$29.95 with the purchase of a Sunbeam Mini Barista Coffee Machine (model no. EM4300, EM4300S, EM4300K)
- (b) Sunbeam Barista Essentials Accessories Kit (model no. EMA3000) valued at \$99.95 with the purchase of a Sunbeam Barista Max Coffee Machine (model no. EM5300, EM5300S, EM5300K)

iv) The claimant will be sent a “Bonus Coffee Gift” to the address supplied on the completed form. It is sole the responsibility of the claimant to provide their full and accurate name, contact details and postal address. The Promoter is not responsible for any costs incurred by the claimant due to incorrect information provided by the claimant. The Promoter is not responsible for any costs incurred by the claimant due to incorrect information provided by the claimant.

v) The Promoter does not take any responsibility in any delayed or failed instance that is dependent on a third party (eg. Australia Post) to deliver the “Bonus Coffee Gift” to the recipient.

vi) The “Bonus Coffee Gift” is subject to availability and is only available while stocks last.

vii) The Promoter accepts no responsibility for any variation in the value of a Prize, or for any tax liabilities that may arise from winning the Prize.

viii) Prize values are the recommended retail value (RRP) and are correct at time of publishing. The Promoter accepts no responsibility for any variation in prize value. Prizes are not exchangeable or transferable and cannot be redeemed for cash, unless otherwise specified. All other costs associated with the Prize are the responsibility of the Winner.

ix) Allow up to twelve (12) weeks for delivery of the “Bonus Coffee Gift” once validation of claim has occurred. Delivery of the prize will be to one address only. No re-direction of the prize will be accepted. The entrant is responsible for providing full and accurate details and the Promoter will not be responsible for any costs associated in locating the prize. The Promoter and its associated agencies, and companies associated with this competition will take no responsibility for prizes damaged or lost in transit. Once prizes have left the Promoter’s premises, the Promoter will not be responsible for any delay in delivery, or failure of safe delivery of prizes.

x) The “Bonus Coffee Gift” does not include any other costs incurred including delivery.

xi) The Promoter's decision is final and no correspondence will be entered into.

## **8. General:**

i) In the event that the prize becomes unavailable for reasons beyond the Promoter’s control, the Promoter reserves the right to substitute the prize with a prize of equal or greater value, subject to any written directions from the various lottery authorities.

ii) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

iii) The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify the promotion.

iv) If this promotion is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

v) Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.

vi) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

vii) Except for any liability that cannot be excluded by law including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or gift 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; (d) any tax liability incurred by a claimant; or (e) use/redemption of a gift .

- 9. Personal Information:** The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set

out in its Privacy Policy, which can be viewed at <https://www.sunbeam.com.au/en/Content/Privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

**10. Changes to these Terms and Conditions:** The Promoter may amend these Terms and Conditions at any time.

**11. Australia Law:** The promotion and these Terms and Conditions are governed by Australia law.