

Terms and Conditions

Smeg Freestanding Warranty Offer

Promotional Period: 1st November to 30th November 2021

1. Information on how to register your **Smeg Freestanding Cooker Warranty Offer** (The Offer) forms a part of these Terms and Conditions.
2. **The Offer** must be claimed as a separate redemption to any other offer available at the time.
3. Normal manufacturer's warranty conditions apply.
4. **The Offer** is only valid for purchases made in Australia.
5. **The Offer** is only available on purchases that have been paid for in full during the promotional period.
6. **The Offer** is NOT available on sales which have been reserved with a deposit.
7. **The Offer** is only valid for qualifying Smeg-branded freestanding cookers only, purchased from a Smeg authorized retailer displaying the promotion in store, and online, during the promotion period.
8. **The Offer** is ONLY valid for **Smeg freestanding cookers**.
9. **The Offer** is *Purchase any Smeg freestanding cooker and receive a 5-year Warranty offer on parts and labour comprising a full manufacturer's warranty for a period of five years (60 months), from the date of delivery.*
IMPORTANT NOTE: only one claim transaction is permitted
10. The Promoter reserves the right to substitute **The Offer** with an alternative offer of equal or greater value.
11. **The Offer** is available for retail sales only, from an authorized Smeg retailer.
12. **The Offer** is NOT available to any multi-residential project, or new homes development sales. Therefore, **the Offer** is not available for any product purchased on a commercial invoice at commercial pricing.
13. **The Offer** is NOT available for any product sold as a factory second, purchased from an auction house or on the Smeg Clearance website (www.shop.smeg.com.au)
14. **The Offer** is NOT available on purchases from any website which is not an authorised website.
15. Personal retail shoppers only. **The Offer** is NOT transferable or exchangeable and cannot be taken as cash.
16. Employees and families of the promoter and its agencies are ineligible.
17. Smeg Australia is **NOT** responsible for any costs of removal or damages or changes to kitchen cabinetry.

18. To register, customers must go to www.smegpromotions.com to complete the online registration form to be a valid claim. Customers must register for BOTH components to be compliant.

Customers must also upload or post:

A COPY OF THE ITEMISED TAX INVOICE AND FULLY PAID RECEIPT, VERIFYING THE PURCHASE + DELIVERY OF ITEMS

Proof of purchase must clearly show qualifying products purchased, the purchase price, date of purchase and delivery date + acceptance.

19. A copy of the itemised tax invoice and fully paid receipt can be provided in either of the following ways:
- scan and upload during the registration process;
 - scan and email to redemptions@smeg.com.au; or
 - photocopy and post to:

Smeg Freestander 5 Year Warranty Promotion

Smeg Australia Pty Ltd
2-8 Baker St
Banksmeadow NSW 2019

20. The claim registration and copy of fully paid itemized tax invoice, must be received by Smeg Australia Pty Ltd **ON, OR BEFORE, 11:59pm (AEDST) 2nd January 2022. STRICTLY NO REDEMPTIONS WILL BE PROCESSED AFTER THIS DATE.**
21. Once the registration has been received, an email from redemptions@smeg.com.au will be sent acknowledging the receipt of your registration. This email will issue you with a *unique customer number*.
- IMPORTANT: Please make a note of this number & keep it safe as you will need it to track your claim.
22. When your claim has been verified against the receipt details, another email will be sent confirming approval of your registration. If no email address has been provided, confirmation and approval of your registration will be notified by post. Please allow four (4) weeks from the date of the receipt of your invoice for notification of approval.
23. 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, at the absolute discretion of the Promoter, result in the invalidation of the redemption and forfeiture of any right to **the Offer**.
24. The Promoter reserves the right to verify the validity of all registrations and disqualify any claimant for tampering with the registration process or for submitting a warranty, which is not in accordance with these terms and conditions.
25. The Promoter accept no responsibility for illegible, late, lost, or misdirected registrations.
26. Incomplete, indecipherable, or illegible claims will be deemed invalid. Any incorrect details submitted may render the corresponding claim invalid.
27. The Promoters decision is final, and no correspondence will be entered into in relation to any such decisions.

28. Any tax liability arising because of accepting redemption amounts in the responsibility of the claimant.
29. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or online registration form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, including any injury or damage to the claimants or any other persons computer related to, or resulting from, participating or downloading any materials in connections with **the Offer**.
30. To the extent permitted by law, in consideration for the Promoter accepting the claimants claim registration, the claimant releases and forever discharges the Promoter from all actions, suits, proceedings, claims, demands, damages, penalties, costs or expenses (**Claims**) that the claimant may have or may have had but for this release arising from or in connection with any claimant's participation in **the Offer** and acceptance and use of the redemption amount. The claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any Claim by any person (including but not limited to other claimants who participate in **the Offer**).
31. If **the Offer** 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, unauthorized intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law:
 - a. to disqualify any claimant; or
 - b. to modify, suspend, terminate or cancel **the Offer** (of any part of **the Offer**).
32. Nothing in this agreement limits, excludes or modifies or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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, affiliated companies, 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. If the Promoter is able to limit the claimants remedy for a breach of a Non-Excludable Guarantee, the liability of the Promoter (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:
 - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
33. The Promoters collection, use and disclosure of personal information ("**PI**") is subject to the Smeg Privacy Policy, available at www.smeg.com.au and is incorporated into this agreement. The Promoter collects PI to conduct **the Offer**, and may for this purpose

disclose PI to third parties, including but not limited to agents, contractors and service providers, and to any Government authorities and agencies. The cash back is conditional on providing this PI and without this PI, the Promoter cannot process any claims. The claimant consents to the information in any media for future promotional, marketing and publicity purposes without any further reference, payment, or other correspondence to the claimant. All personal details of the claimants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.

34. Any costs incurred by the claimant associated with claiming **the Offer**, including accessing the Smeg website, telephone enquiries in relation to **the Offer**, and mailing any required documents are the sole responsibility of the claimant.

For further information, please contact **Smeg Australia at (02) 8667 4888**.