

## Terms and Conditions Smeg Boxing Day Linea Promotion



Promotional Period: 26<sup>th</sup> December 2020 to 31<sup>st</sup> January 2021

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this Smeg Boxing Day Linea Promotional Offer ("Promotion") is deemed acceptance of these Terms and Conditions. Claimants must comply with these Terms and Conditions to be valid.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg").
3. The Promotion commences at 9:00am (AEDST) on Saturday 26<sup>th</sup> December 2020, and closes at 11:59pm (AEDST) on Sunday 31<sup>st</sup> January 2021. The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
4. The Offer must be claimed as a separate offer to any other available at the time.
5. The Offer is Purchase a selected Linea built-in oven and Linea compact oven together in 1 (one) transaction and save \$1000 off the total purchase price.

ELIGIBLE PRODUCT CODE	ELIGIBLE PRODUCT DESCRIPTION	DISCOUNT OFFERED
SFPA6102TVN	Smeg 60cm Linea thermoseal pyrolytic oven	\$500
SFPA6102TVS	Smeg 60cm Linea thermoseal pyrolytic oven	\$500
SFA4102MS	Smeg 60cm Linea compact microwave oven with grill	\$500
SFA4102MN	Smeg 60cm Linea compact microwave oven with grill	\$500

Limit of one (1) offer applies per household.

6. For the purposes of these Terms and Conditions:
  - a. "Participating Retail Store" means any of the Australian retail stores that is authorized by Smeg to sell Participating Products and has been invited by the Promoter to participate in the Promotion. Please contact the store prior to purchase to confirm eligibility;
  - b. "Participating Product" means any of the Smeg products listed in the table above, by model name and number, that are supplied by Smeg in Australia and sold by a Participating Retail store;
  - c. All colours are applicable to the promotion;
  - d. Normal manufacturers warranty conditions apply;
  - e. Eligible products are able to be purchased as individual items and are still eligible to the discount price.
7. For clarity, participating product does NOT include the following products:
  - a. Dolce Still Novo
  - b. Portofino cookers & rangehoods (canopy & undermount)
  - c. Diamond Series dishwashers
  - e. FAB refrigeration
  - f. Classic and Victoria ranges

- g. Wholesale and complementary products or accessories,
  - h. Small appliance range
  - i. 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.
8. To be eligible for this offer, each claimant must:
    - a. Be an Australian resident currently living in Australia, with an Australian residential and postal address;
    - b. Be aged 18 years 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 purchase outside of the Smeg Portal. This includes employees, family or friends of employees;
    - d. Be the Participating Products 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. Not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing;
    - f. Make a minimum payment of 30% before 28<sup>th</sup> February 2021, or within 30 days of quote.
    - g. Delivery of goods must take place within 6 months of the end of the promotional period.
    - h. If goods have not been delivered within 6 months of the end of the promotional period, a warehousing charge may apply.
  9. Discount applies at point of purchase. No redemption required.
  10. The Promoters decision is final and no correspondence will be entered into in relation to any such decisions.
  11. 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 any website, including any injury or damage to the claimants or any other persons computer related to or resulting from participation or downloading any materials in connection with the Offer.
  12. If a Participating Product is returned for a refund, exchange, or purchase is not finalized, the offer is disqualified for the product in question and the claimant will not be refunded that portion of the return price.
  13. Any costs associated with this Promotion is each claimants responsibility. All other ancillary costs, including but not limited to 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 claimants ability to participate in this Promotion.

14. 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.
15. 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. 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 claimant's 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 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.
16. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at [www.smeg.com.au](http://www.smeg.com.au)) and is incorporated into this agreement. The Promoter collects PI in order 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 promotional offer is conditional on providing this PI and without this PI, the Promoter cannot process any claims. The claimant consents to the information they submit with their claim being entered into a database and the Promoter may use this 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.

For consumer enquiries, please contact:

Smeg Australia

P: 02 8667 4888

E: [info@smeg.com.au](mailto:info@smeg.com.au)