

Tefal OptiGrill Xmas 2020 GWP Promotion

TERMS AND CONDITIONS

1. Instructions on how to claim and the gift(s) form 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.**
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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.
3. Promotion commences 26/11/2020 and closes at 23:59 AEDST on 06/01/2021 ("the Promotion Period"). The claim period commences 26/11/2020 and closes at 23:59 AEDST on 20/01/2021 ("the Claim Period").
4. To be eligible to enter, individuals must purchase one or more of the following OptiGrill models: GC712, GC750 ("the Product") from an Authorised Retailer nationally during the Purchase Period ("Qualifying Transaction"). An Authorised Retailer is any retailer that stocks Tefal OptiGrill products and displays advertising material for this promotion ("Authorised Retailer").
5. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with claim requirements.
6. To enter, individuals must then visit <https://www.tefal.com.au/specialoffers>, follow the prompts to the promotion entry page, input the requested details (including their full name, address and email address), upload a copy of the purchase receipt for the Qualifying Transaction and submit the fully completed entry form during the Claim/Entry Period.
7. Every valid claim in accordance with clause 5 above will be awarded the gift of one Snack & Baking tray (XA722870), valued at \$69.95RRP. Entrants will be notified by e-mail that their entry has been deemed valid, including instructions on how to claim their gift.
8. Valid claims will then receive a single use promotion code via e-mail (on the e-mail address provided on the promotion entry page) to redeem the gift on tefalshop.com.au. Promotion codes are valid until 20/01/2021. If for any reason the claimant does not redeem the gift/s by the time stipulated, the gifts will be forfeited.
9. Please allow up to 8 weeks to receive the gifts from date of claim.

10. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
11. Claimants must retain the original receipt for proof of purchase. The Promoter reserves the right to request proof of purchase, and if the claimant does not provide proof of purchase upon request, the Promoter may decline to issue the gifts.
12. Incomplete, indecipherable, or illegible claims will be deemed invalid.
13. 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.
14. The Promoter's decision is final, and no correspondence will be entered into.
15. If the gifts are unavailable, the Promoter, in its discretion, reserves the right to substitute the gifts with a gift of the equal value and/or specification.
16. Gifts are not transferable or exchangeable and cannot be taken as cash.
17. 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.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. 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.

20. Except for any liability that cannot by law be excluded, 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, unauthorized access or third party interference; (c) any claim 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 variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gifts.
21. 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, prize suppliers and, as required, to Australian regulatory authorities. 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 www.tefal.com.au/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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
22. The Promoter is Groupe SEB Australia Pty Ltd of Suite 4, Level 3, 2-4 Lyon park Road, Macquarie Park NSW 2113. ABN 40 081 605 889.