



## LUXE / GIFT CARD PROMOTION 1<sup>ST</sup> APRIL – 31<sup>ST</sup> MAY 2019

### TERMS AND CONDITIONS

1. Instructions on how to claim forms part of these Terms and Conditions. Participation in this promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer (to the extent permitted by law).
2. 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 first cousin.
3. To be eligible to claim, individuals must purchase and fully pay for (*lay-bys not paid in full by 31<sup>st</sup> May 2019 are excluded from this offer*), any of the eligible Breville products ("Eligible Product") listed in Point 4 below from a participating retailer during the promotional period. For the removal of doubt, Internet sales via eBay, TradeMe or similar online third party and/or auction Internet websites are excluded from this Promotion.
4. Eligible Products participating in the promotion are as follows:

#### **Product Name Model Number**

##### 25 Gift Card

BKE735 – Soft Top Luxe Kettle

BTA735 – Toast Select Luxe Toaster

##### \$40 Gift Card

BBL620 – Fresh & Furious Blender

BJE530 – Juice Fountain Cold Plus Juicer

##### \$50 Gift Card

BJE830 – Juice Fountain Cold XL Juicer (excludes SIL version)

##### \$75 Gift Card

BES500 – Bambino Plus Espresso Machine

BBL820 – Q Superblender

##### \$100 Gift Card

BBL925 – SuperQ Superblender

(includes all colours except BJE830SIL – Silver, this model is exempt from the promotion)

5. The offer commences on 1<sup>st</sup> April 2019 and ends for purchases made at close of business 31<sup>st</sup> May 2019 ("Purchase Period").
6. Claims / Gift Cards must be redeemed in-store at time of purchase.
7. The prize is not transferable or exchangeable.

8. To be eligible, claimants must purchase an Eligible Product during the Purchase Period from a participating retail store in New Zealand (in accordance with clauses 3 and 4 above)

9. If this 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, 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 offer, as appropriate. No responsibility will be accepted by the Promoter for late, lost or misdirected claims.

10. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any claimant 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 this 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 offender are reserved.

11. Only one (1) claim permitted per household.

12. 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.

13. 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.

14. Any cost associated with accessing the Internet and Promoter's website is the claimant's responsibility and is dependent on the Internet service provider used. The Promoter makes no guarantee as to the availability of its web services and will not be held responsible for interruption of services that may interfere with the ability to participate in the Promotion.

15. 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 2010, as well as any other implied warranties under consumer protection laws ("Non-Excludable Guarantees").

16. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, Breville Group Ltd ("Breville") (including their respective officers, affiliated companies, employees and agents) excludes all liability (including negligence) for any personal injury, illness or death of any person; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including to the fullest extent permitted by law, due to Breville's (including their respective officers, affiliated companies, employees and agents) negligence.

17. Breville collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers. A claim is conditional on providing this PI. In addition to any uses that may be outlined in Breville's Privacy Policies, if the claimant opts-in by ticking the opt-in box at the time of submitting their claim, each claimant then consents to the information they submit, being entered into a database of Breville and its agents and for this information to be used, for an indefinite period, unless otherwise advised, for promotional, marketing, publicity, research and

profiling purposes, including sending electronic messages or telephoning the claimant. All personal details of the claimant will be stored by the Promoter and its Agents and are subject to Breville's Privacy Policy, see <https://www.breville.co.nz/privacy-policy>. A request to opt out, access, update or correct any information can be made by contacting the Promoter. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter or its Agent, the Promoter or its Agent may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles.

18. These Terms and Conditions constitute the entire agreement of the parties relating to the participation in and the conduct of the Promotion. For support contact Breville New Zealand on Freephone 0800 273 845.

19. The Promoter is Breville New Zealand Limited ("Promoter") of Private Bag 94411, Botany, Manukau 2163, Auckland, New Zealand.