

## **AEG Promotion – Everyday Kitchen Offer (“Promotion”)**

**Save 5% when you spend \$5,000, 7.5% off when you spend \$7,500 and 10% off when you spend \$10,000 or more.**

**Friday 1 January 2021 – Friday 31 December 2021**

### **TERMS AND CONDITIONS**

1. Information on this promotion (**“Promotion”**) and how to participate in the Promotion forms part of these terms and conditions. Participation in this Promotion is deemed acceptance of these terms and conditions.
2. The Promoter is Electrolux Home Products Pty Ltd, ABN 51 004 762 341, (**“EHP”**) of 163 O’Riordan Street, Mascot NSW 2020 and its agents in the Promotion, including their officers, employees and agents (collectively called the **“Promoter”**).
3. The Promotion commences at 12:00am AEDT on Friday 1 January 2021 and closes at 11:59pm AEDT on Friday 31 December 2021 (**“Promotional Period”**).
4. This Promotion is only open to Australian residents 18 years or over, who spend \$5,000 or more on any current AEG kitchen appliance (**“Participating Product”**) in accordance with these terms and conditions from a participating Australian authorised sales agent of AEG during the Promotion Period (**“Eligible Entrant”**)
5. Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with the Promotion are ineligible to participate in the Promotion. 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, sister, brother, step-sister, step-brother or first cousin.
6. Purchases of Participating Products for Government and Commercial contract sales, second quality goods (T2), and auction goods are excluded from this Promotion. T2 goods are products bearing serial numbers with the prefix “A”, “B” or “C”. Further, this Promotion does not apply to damaged, display or run out models.
7. For the purpose of these terms and conditions, “purchase” means an order placed and payment made in full for the Participating Product during the Promotional Period from a participating Australian authorised sales agent of AEG. “Purchase” does not include:
  - Orders not paid in full;
  - Purchases made via eBay or other online third party bidding or auction websites;
  - Purchases of second-hand products;
  - Purchases by Electrolux staff (and their immediate families);
  - Purchases made through any online discounter (including but not limited to [shoppingsafari.com.au](http://shoppingsafari.com.au), [thebargainhunter.com.au](http://thebargainhunter.com.au) and [shopbot.com.au](http://shopbot.com.au));
  - Purchases made through an unauthorised sales agent or seller; and
  - Purchases made directly from EHP.

8. The Promoter recommends that prior to purchasing a Participating Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion.
9. For each purchase of the Participating Product an Eligible Entrant is entitled to a discount at the point of purchase. The applicable discounts available are:
  - 5% when \$5,000 - \$7,499 is spent on Participating Products
  - 7.5% when \$7,500 - \$9,999 is spent on Participating Products
  - 10% when \$10,000 or more is spent on Participating Products
10. This Promotion only applies to purchases made within the Promotional Period and paid in full in one (1) transaction.
11. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period including from all participating Australian authorised sales agents of AEG.
12. The discount under the Promotion is not transferable or exchangeable and cannot be taken as cash.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. If there is an event beyond the Promoter's control which causes an interruption to its processing or running of the Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written direction from a regulatory authority.
15. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
16. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
17. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for 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, including but not limited to, where arising out of the following: 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 discount 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; or d) any tax liability incurred by an Eligible Entrant.

18. By participating in the Promotion, each Eligible Entrant acknowledges that a further purpose for collection of the Eligible Entrant's personal information by the Promoter is to enable the Promoter to gain a better understanding of the Eligible Entrant's requirements in order for the Promoter to provide the Eligible Entrant with information about special offers and invitations. If an Eligible Entrant opts in to receiving direct marketing communications, from time to time, the Promoter may use the Eligible Entrant's personal information to promote other services and products to the Eligible Entrant. An Eligible Entrant may also receive marketing communications from third parties such as the Promoter's contractors, agents, partners and suppliers. An Eligible Entrant may be contacted by telephone, email, SMS, mail, social media or other digital channels. An Eligible Entrant may notify the Promoter at any time that he/she no longer wishes to receive any of these marketing communications and opt out of receiving the same by responding via the channel through which the Eligible Entrant received the marketing communication or by contacting the Promoter directly. Without limiting this clause 19, all personal information will be dealt with in accordance with the Promoter's Privacy Policy, available here: <http://www.electrolux.com.au/other/privacy/>
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. This Promotion is governed by, and construed in accordance with, the laws of the State of New South Wales and by entering the Promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of the State of New South Wales.