

## Beefeater GWP & Chance to Win 2021

13 September 2021 – 14 November 2021

### TERMS AND CONDITIONS

1. Information on this Promotion (**"Promotion"**) and how to participate in the Promotion forms part of these terms and conditions. Participating in the 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 AEST on Monday 13 September 2021 and closes at 11:59pm AEDT on Sunday 14 November 2021 (**"Promotional Period"**).
4. This Promotion is only open to Australian residents 18 years or over, who purchase a participating Beefeater product from a participating Australian authorised sales agent of Electrolux during the Promotional Period for the purpose of domestic use at residential addresses (**"Eligible Entrant"**).
5. Purchasers of Participating Products (see clause 7) models from Government and Commercial contract sales, second quality goods (T2), and auction goods are not eligible to participate in this Promotion. "Second Quality Goods" (T2) means products bearing Serial Numbers with the prefix "A", "B" or "C" and are excluded from the Promotion
6. 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.
7. To qualify for this Promotion, an Eligible Entrant must purchase one of the following participating Beefeater products (**"Participating Products"**): BBG1640DA, BBG1640SA, BBG1650DA, BBG1650SA, BBG1250BB, BBG1240BB, BBG1250SB, BBG1240SB, BMG1251SB, BMG1241SB, BMG1251BB, BMG1241BB, BMG1651DA, BMG1641DA, BMG1651SA, BMG1641SA.
8. An Eligible Entrant must then complete (and submit) the official entry form located at [beefeaterbbqwin.com.au](http://beefeaterbbqwin.com.au) to claim their gift with their purchase. The Eligible Entrant must include the following details on the official entry form: their first name, last name (name on entry form and receipt must be the same), contact phone number, nominated email address, EHP product model number and serial number, purchase receipt number, purchase receipt date and store of purchase.
9. Eligible Entrants must purchase the Participating Products during the Promotional Period and submit their final entry form/claim by the end of the Promotional Period. No claims will be processed after this date.
10. 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 EHP.
11. For the purposes 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 Australia authorised sales agent of EHP.

- a. "Participating Australian authorised sales agent of EHP" means only retail partners of EHP (including authorised online retail partners) approved by EHP;
  - b. "Purchase" does not include:
    - i. Orders not paid in full;
    - ii. Purchases made via eBay or other online third part bidding or auction websites;
    - iii. Purchases of second-hand products;
    - iv. Purchases by Electrolux staff (and their immediate families);
    - v. 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));
    - vi. Purchases made through an unauthorised sales agent or seller; and
    - vii. Purchases made directly from Electrolux Home Products Pty Ltd.
12. The Promoter recommends that prior to purchasing a Participating Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion.
13. Each valid claim received during the Promotional Period will receive a 1x Peer Sorensen Acacia Wood Paddle Board valued at \$84.95 and 1x Scanpan Classic Chef's Knife 20cm valued at \$103.95.
14. There will also be one (1) draw conducted at the end of the Promotional Period from all valid entries received ("**Draw**"). The Draw will take place at Bamboo Marketing at 1.24, 90-96 Bourke Road, Alexandria 2015 NSW at 11:00am AEDT on 17 November 2021 in the presence of an independent scrutineer. The Promoter may draw additional entries and record them in order in case an invalid or ineligible entrant is drawn.
15. The first nine (9) valid entries drawn will win a trip for two (2) to the 2022 Gourmet Escapes Festival valued at up to \$3,500 ("**Prize**") each. The Prize will include:
- Return economy airfares for 2 from the winners nearest Australian capital city to Margaret River, WA
  - All airline and airport taxes
  - Return private transfers from airport to accommodation
  - 2 nights 4-star accommodation in Margaret River
  - Breakfast included
  - 2 x admission into "The Village" during the Gourmet Escapes Festival
16. The prize is valid for the 2022 Gourmet Escape Festival only.
17. In the event a winner is unable to travel due to Covid-19 related restrictions, whether that be border closures or lockdowns, the entire package will be credited and rebooked at a date that is safe and suitable for the winner to travel.
18. Eligible Entrants may win a maximum of one (1) Prize during the Promotion Period.
19. The total Prize pool value is up to AUD\$31,500.
20. Eligible Entrants should allow six (6) to eight (8) weeks to receive their reward from the end of the Promotional Period.
21. SA and ACT winners will have their names published at [beefeaterbbqwin.com.au](http://beefeaterbbqwin.com.au) on 22 November 2021.
22. A draw for any unclaimed Prizes may take place at Bamboo Marketing of 1.24, 90-96 Bourke Road, Alexandria NSW 2015 on 17 February 2022 at 11:00am AEDT using information received via the entry website, [beefeaterbbqwin.com.au](http://beefeaterbbqwin.com.au), subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the unclaimed Prize draw and

in the event of any SA or ACT winners, their names will be published on [beefeaterbbqwin.com.au](http://beefeaterbbqwin.com.au) from 21 February 2022.

23. If an Eligible Entrant is unable to provide the serial number of the Participating Products at the time of submitting their official entry form, they may still submit a claim. Those Eligible Entrants who do not provide a serial number/s with their claim will be sent an email by the Promoter providing them with information on how to submit their serial number. These Eligible Entrants must update their claim by entering the serial number/s within 90 days from the end of the Promotional Period. If the Eligible Entrant does not update their claim by entering the serial number/s by 11:59pm AEDT on Saturday 12 February 2022, their claim will be deemed invalid.
24. If an Eligible Entrant cannot access the online claim form, they may send their claim by post addressed to “Beefeater GWP 2021”, PO Box 7280, Alexandria, NSW 2015. For validation, the mail must be received by the Promoter by the end of the Promotional Period. No responsibility is accepted by the Promoter for late, lost, or misdirected mail. Mailed claims received after this date will be invalid. An Eligible Entrant must include the following details with the letter:
  - a. Name (must be the same name as on the receipt);
  - b. Contact phone number;
  - c. Email address; and
  - d. Copy of purchase receipt.
25. The Eligible Entrant must retain their original purchase receipt as proof of purchase. Failure to produce either the original or a copy of the purchase receipt when requested may, in the absolute discretion of the Promoter, result in invalidation of the Eligible Entrant’s claim and forfeiture of any right to the cashback.
26. The Promoter reserves the right, at any time, to verify the validity of entries and claimants (including an entrant’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 entry 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
27. Incomplete, indecipherable, or illegible claims will be deemed invalid.
28. The Promoter’s decision is final, and no correspondence will be entered.
29. The claimed cashback is not transferable or exchangeable and is not redeemable at the point of purchase.
30. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the cashback.
31. Any cost associated with accessing the Promoter’s website for the purpose of making a claim is at the cost of the Eligible Entrant.
32. Use of any automated entry software, or any other mechanical or electronic means, allowing an entrant to enter the Promotion automatically and repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for the interruption of service that may interfere with the ability to participate in the Promotion.

34. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to a claimant or any other persons mobile device or computer related to, or resulting from, participating in this Promotion or the downloading of any materials related to this Promotion.
35. If there is an event beyond the Promoter's control which causes an interruption to its processing or running of the Promotion, or for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a regulatory authority made under applicable state or territory legislation.
36. Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of the promotion may be a violation of criminal and civil laws. Should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any cost in connection with any breach of these terms and conditions of entry or any other legal obligation of the claimant, the claimant agrees to indemnify the Promoter for those damages and costs.
37. 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.
38. The Promoter reserves the right to reclaim the cashback from any Eligible Entrant if the relevant purchased Participating Product is returned after the claim has been processed and fulfilled (other than for warranty reasons). This clause does not limit or affect the Eligible Entrant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
39. 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.
40. 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.
41. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants for the purpose of including Eligible Entrants in the Promotion. If the personal information requested is not provided, the Eligible Entrants may not participate in the Promotion. By participating in the Promotion and opting in at the point of registration, 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 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 marketing communication or by contacting the Promoter directly. Eligible Entrants may also gain access to, update or correct any personal information by contacting the Promoter via email at [promotions@electrolux.com.au](mailto:promotions@electrolux.com.au). All personal information will be stored at 1.24, 90-96 Bourke Road, Alexandria 2015 NSW. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.

42. Only lay-bys that have been initiated within the Promotional Period and paid in full and redeemed by the end of Promotional Period are eligible for the cashback.
43. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
44. 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.

**NSW Authority TP/00186 ACT Permit TP21/01355 SA Permit TP21/1237**