

CHEF CHANCE TO WIN BUILT IN AUSTRALIA PROMOTION 2023

TERMS AND CONDITIONS

1. Information on how to enter this promotion ("**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 16th January 2023 and closes at 11:59pm AEDT on 12th February 2023 ("**Promotion Period**").
4. The Promotion is only open to Australian residents aged 18 years and over who purchase any participating Chef appliance in accordance with these Terms and Conditions (detailed in clause 6 below) in one transaction from a Participating Store (defined in clause 7 below) during the Promotion Period for the purpose of domestic use at a residential address ("**Eligible Entrant**").
5. 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 first cousin.
6. To be eligible to enter, Eligible Entrants must purchase any participating Chef appliance (models in clause 7) ("**Qualifying Product**") from a Participating Store during the Promotion Period and collect a receipt at the time of purchase of the Qualifying Product ("**Qualifying Transaction**"). In the event that a receipt is not automatically provided to an Eligible Entrant upon completion of their purchase, it is the Eligible Entrant’s responsibility to request one from the Participating Store.
7. Participating models:

Freestanding Cooker		Built in Oven
CFE532WB	CFG504WBNG	CVE612DB
CFE535WB	CFG517SBLP	CVE612SB
CFE536SB	CFG517SBNG	CVE612WB
CFE536WB	CFG517WBLP	CVE614DB
CFE547SB	CFG517WBNG	CVE662SB
CFE547WB		CVE662WB
CFG503WBLP		CVEP614DB
CFG503WBNG		
CFG504SBLP		
CFG504SBNG		
CFG504WBLP		

8. A participating store is any store that stocks the Promoter's products and displays material advertising this Promotion ("**Participating Store**").
9. The Promoter recommends that prior to purchasing a Qualifying Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion. The Promoter does not guarantee that all Qualifying Products will be available for purchase throughout the Promotional Period including from all Participating Stores.
10. For the purpose of these Terms and Conditions, "purchase" means an order placed and payment made in full for the Qualifying Product during the Promotional Period from a Participating Store. "Purchase" does not include:
 - a. Orders not paid in full;
 - b. Purchases made via eBay or other online third party bidding or auction websites;
 - c. Purchases of second-hand products;
 - d. Purchases by staff of the Promoter (and their immediate families);
 - e. Purchases made through any online discounter (including but not limited to shoppingsaffari.com.au, thebargainhunter.com.au and shopbot.com.au);
 - f. Purchases made through an unauthorised sales agent or seller; and
 - g. Purchases made directly from the Promoter.
11. To enter the Promotion, Eligible Entrants must then visit <https://chefbuiltinaustralia.com.au/> and input the requested details (including but not limited to full name, phone number and email address), upload a copy of their Qualifying Transaction receipt and then submit the fully completed entry form during the Promotion Period. Only one (1) entry is permitted per person
12. There will 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 NSW 2015 at 11am AEDT on 15th February 2023 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.
13. The first two (2) valid entries will win a \$2,000 Prezzy gift card to put towards Australia travel.
14. The Prezzy Smart eGift card can only be exchanged for individual retailer gift cards online. These individual retailer gift cards can be redeemed in-store or online, dependent on retailer terms and conditions. Please review all applicable retailers' terms and conditions prior to the purchase of any Gift Card.
15. Any ancillary costs associated with redeeming a Prezzy Smart E Gift Card are not included. Any unused balance of a Prezzy Smart E Gift Card will not be awarded as cash. Redemption of a Prezzy Smart E Gift Card is subject to any terms and conditions of the issuer including those specified on the Prezzy Smart E Gift Card.
16. Eligible Entrants may win a maximum of one (1) Prize during the Promotion Period.
17. The total Prize pool value is up to AUD\$4,000.
18. SA and ACT winners will have their names published at <https://chefbuiltinaustralia.com.au/> on 20th February 2023.
19. Subject to the unclaimed Prize draw clause, if for any reason a winner does not take/redeem a Prize (or an element of the Prize) at/by the time stipulated by the Promoter for any reason, then the Prize (or that element of the Prize) will be forfeited, and no compensation will be payable.
20. All Major Prize winners will be contacted by phone and email using the details provided at the time of entry within two (2) business days of the Major Prize draw.

21. A draw for any unclaimed Prizes may take place at Bamboo Marketing of 1.24, 90-96 Bourke Road, Alexandria NSW 2015 on 12th May 2023 at 11:00am AEST using information received via the entry website, <https://chefbuiltinaustralia.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 <https://chefbuiltinaustralia.com.au/> from 17th May 2023.
22. Eligible Entrants must retain the original OR a copy of their purchase receipt for all Qualifying Transactions as proof of purchase. Failure to produce the proof of purchase for any entry when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Entrant's entries and forfeiture of any right to a Prize. In that case, the Eligible Entrant will not be entitled to compensation.
23. The Promoter's decision is final on all matters and no correspondence will be entered into.
24. Prizes, or any unused portion of a Prize, are not transferable, exchangeable or redeemable for cash.
25. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
26. Acceptance of a Prize is deemed consent for the Promoter to use the winner's name, likeness, image and/or voice for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
27. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used by that Eligible Entrant.
28. The Promoter reserves the right to amend, suspend or cancel any aspect of this Promotion (including any Prize or term) at any time in its sole discretion, subject to any written directions from a relevant regulatory authority.
29. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
30. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including any winners' entries) and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an Eligible Entrant or an Eligible Entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these Terms and Conditions or the spirit of the Promotion.
31. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
32. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
33. Quality control errors will not invalidate an otherwise valid Prize claim.
34. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
35. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the Eligible Entrant.

36. As a condition of participating in the Promotion and to the extent permitted by law, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this Promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the Promotion and/or use of a Prize, howsoever caused.
37. 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.
38. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the Promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
39. Except for any liability that cannot be excluded by law, the Promoter 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, including, but not limited to, where attributable to any 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 entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; (e) any tax liability incurred by a claimant or Eligible Entrant; or (f) use of a prize.
40. All claims and any copyright subsisting in the entries 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 and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers, and, as required, to Australian regulatory authorities. 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 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 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. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter at promotions@electrolux.com.au.
41. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
42. 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.

ACT Permit No. TP22/02370