



## BARISTA PACK PROMOTION 12<sup>th</sup> October 2022 – 2<sup>nd</sup> January 2023

### TERMS AND CONDITIONS

1. Instructions on how to claim the redemption forms part of these Terms and Conditions. Participation in this redemption 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. Claims are only open to New Zealand residents aged eighteen (18) years or over who provide a New Zealand postal address. 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 2<sup>nd</sup> January 2023 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 Breville Products participating in the promotion are as follows:

**The Oracle Touch = BES990, any colour**

**The Oracle = BES980, any colour**

**The Dynamic Duo = BEP920, any colour**

5. The offer commences on **12<sup>th</sup> October 2022** and ends for purchases made at close of business **2<sup>nd</sup> January 2023** ("Purchase Period").

6. Claims must be received no later than 11.59pm (New Zealand Daylight Time (NZDT)) on **22<sup>nd</sup> January 2023**.

7. Successful and valid claimants who purchase an applicable product will receive 1 x Barista Pack ("Prize"), which includes the following items : 1 x Breville Bean Keeper, 1 x Puck Sucker, 2 x Latte Glasses and 1kg Flight Coffee Beans. The Coffee Beans will be sent to the successful claimant separately (from Flight Coffee), within 10 days of receiving the Barista Pack.

Due to Breville's continued product improvements, the products illustrated on the point of sale may vary slightly from the actual products contained within the gift box.

8. The Prize will be sent via courier within 30 days of receiving the claim online.

9. The Prize is not transferable or exchangeable.

10. To be eligible to submit a redemption, claimants must undertake the following steps:

a) purchase an Eligible Product during the Purchase Period from a participating retail store in New Zealand (in accordance with clauses 3 and 4 above) and retain the original packaging and proof of purchase receipt;

b) visit the online claim form located via [www.breville.co.nz](http://www.breville.co.nz) and input the requested details. All entries must be received no later than 11.59pm (New Zealand Daylight Time (NZDT) on **22<sup>nd</sup> January 2023** to be eligible.

11. Incomplete, indecipherable or illegible claims will be deemed invalid.

12. The Promoter and its associated agencies or companies accept no responsibility for lost, stolen, late, damaged or misdirected claims.

13. Claimants must retain their original store purchase receipt and the full product barcode from the Eligible Product as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the claimant's claim and forfeiture of any right to the offer.

14. The purchase receipt must clearly specify the product purchased, price paid, store of purchase and that the Eligible Product was purchased during the Purchase Period but prior to claiming.

15. 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.

16. 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.

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

18. 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.

19. Claimants must ensure that all personal details provided are correct.

20. 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.

21. 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.

22. 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").

23. 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.

24. 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. Breville shall share PI with **Flight Coffee**, the coffee bean supplier, in order to enable **Flight Coffee** to deliver all Coffee Beans (as part of the Prize) directly to claimants. 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.

25. 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.

26. The Promoter is Breville New Zealand Limited ("Promoter") of PO Box 99027, Newmarket 1149, Auckland, New Zealand.