



## Joule Turbo Sous Vide \$75 off Upgrade Promotion

### Full Terms & Conditions

The following information on how to claim the offer forms part of these terms and conditions (“**Terms and Conditions**”). Participation in the Joule Turbo Sous Vide \$75 Upgrade Promotion (“**Promotion**”) is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid. Claimant must comply with the eligibility and claim requirements set forth herein in order for the claim to be valid.

The Promotion is a \$75 discount for original Joule Sous Vide owners purchasing the Joule Turbo Sous Vide product. The Promotion will be incentivizing purchases in the United States.

1. The promoter is Breville USA, 19400 S. Western Avenue, Torrance, CA 90505 (“Promoter” or “Breville”).
2. The Promotion commences at midnight on Monday, May 1, 2023, and closes at 11:59 PM PST on Thursday, August 31, 2023 (“Promotional Period”). The Promotional Period may be shortened or extended in the sole discretion of the Promoter.

### DEFINITIONS

3. For the purposes of these Terms and Conditions:
  - a. “**Household**” 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 or step-brother (whether natural or by adoption), sister or step-sister (whether natural or by adoption), or first cousin.
  - b. “**Purchase**” means either making full payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement with Breville in relation to a Participating Product during the Promotional Period.

### PARTICIPATING PRODUCTS

- The Joule Turbo Sous Vide BSV600BSS1BUS1

### ELIGIBILITY

4. To be eligible to claim the Promotion, each “**Claimant**” must:
  - a. Own a Joule Sous Vide (SKU CS10001, CS20001, or CS20002) prior to the commencement of this Promotion;
  - b. Provide proof of Joule Sous Vide product (SKU CS20001 or CS10001) ownership by providing its unique serial number. PLEASE NOTE: Each unique serial number can only be used once to submit a claim;
  - c. be a U.S. resident, currently living in the U.S. and with a valid postal address.
  - d. be aged 18 years old or over;
  - e. not be an employee of the Promoter or of any agency associated with this Promotion, or be a member of the same Household as such a person;

- f. be the Participating Product's end-user, meaning the Claimant must Purchase the Participating Product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;

## **SUBMITTING CLAIMS AND REDEEMING PROMOTION**

5. To submit a claim and obtain the Promotion Claimant must:
  - a. Receive an email from ChefSteps with \$75 off discount code and visit <https://www.breville.com/us/en/products/sous-vide/bsv600.html> and checkout with discount code.
  - b. Visit <https://www.breville.com/us/en/promotions/joule-turbo-sous-vide.html> and follow the instructions.
    - I. Enter name and email address
    - II. Enter the unique serial number for their Joule Sous Vide product (SKU CS10001 or CS20001)
    - III. Check email and apply \$75 off discount code at checkout towards the Purchase of the Joule Turbo Sous Vide BSV600BSS1BUS1

## **DELIVERY**

6. Claimant will receive the promotion discount code via email.

## **INVALID CLAIMS**

7. In the event that Promoter or the 3rd party agency determines in its sole discretion that a Claimant's Claim is invalid, that Claimant will be notified of the reason for this determination via the email address provided ("Invalid Claim Notification Email"). The Claimant will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide a valid Proof of Purchase, as applicable, by responding as set forth in the Invalid Claim Notification Email.
8. The Promoter may, at any time, verify the validity of any claim and any Claimant (including a Claimant's identity, age and place of residence and Proof of Purchase) and disqualify any Claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and non-negotiable. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Breville reserves the right to request and inspect original purchase receipts, to check all claims for compliance with these Terms and Conditions and to request any missing Proofs of Purchase
9. Incomplete, indecipherable, or illegible claims will be deemed invalid. Claimant is responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that the Promoter is notified of any updated details. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details pursuant to the requirements herein, or for otherwise providing incorrect information. Claims containing false, misleading or fraudulent information will not be processed, nor will submissions containing false, misleading or fraudulent information. Breville is entitled to exclude Claimants from the Promotion who do not fulfill the conditions of participation, violate the conditions of participation, provide incorrect personal details, or use dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such Claimant from receiving the Gift or - if it has already been supplied - demand its return.

## **PRIVACY**

10. Claims remain the property of the Promoter. Breville and its agents collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to agents, contractors, service providers, offer suppliers, shipping service providers and, as required, to regulatory authorities within and outside of the United States. Validity of claims may be conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and demographic purposes, including sending electronic messages or telephoning a claimant. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each Claimant accepts the terms and conditions of Breville's privacy policy. For details see <https://www.breville.com/us/en/legal/privacy-policy.html>.

## **GENERAL**

11. Participation in this Promotion is deemed an acceptance of these Terms and Conditions as well as Breville's Promotional Terms and Conditions.
12. Limit of one (1) Promotion per Household.
13. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims.
14. This promotion is only available while supplies last
15. If a Participating Product is returned within six (6) months, the Gift must be returned immediately, or the corresponding refund will be issued less the value of the Gift.
16. If the "Right of withdrawal" for products purchased online is applicable and exercised in the country of purchase, the Gift must be returned or sent back together with the Participating Product immediately and in any case within the period and in accordance with the instructions stated in the terms on the retailer's online website. If Claimant purchased the Participating Product on the Breville website and change your mind within thirty (30) days after Claimant have taken possession, the Participating Product as well as the Gift must be returned or sent back immediately and in any case within fourteen (14) days from either the day on which Claimant inform us of the withdrawal of this contract, or proceed in accordance with our instructions, whichever is later. Breville reserves the right to assert compensation for damages subject to the statutory requirements.
17. Promotion may not be transferred, re-sold or combined with other offers, promotions or discounts and is subject to change or discontinuation without notice at any time. Offers do not apply to past orders, bulk orders, back-ordered items or out-of-stock items.
18. Any costs associated with this Promotion and making a claim is each Claimant's responsibility. All taxes which may be payable as a consequence of receiving a Gift is the sole responsibility of the Claimant. All other ancillary costs including but not limited to insurance, taxes and any and all other expenses are the responsibility of the Claimant.
19. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for any interruption of service that may interfere with a Claimant's ability to participate in this Promotion.
20. Breville reserves the right to modify the Terms and Conditions of this Promotion during the Promotion and to adapt them to the changed circumstances. Breville reserves the right, without prior notice, to interrupt or terminate this Promotion at any time (including prematurely) or to extend it, without taking into account your

interests or the interests of any Claimant. This applies in particular in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Promotion cannot be guaranteed for technical and/or legal reasons. In the event of a change in the conditions of participation, every registered Claimant will be informed immediately by e-mail; the Claimant will be granted one (1) week from receipt of the e-mail within which to object to the new terms of the Promotion. The changed conditions of participation are deemed to be approved if the Claimant does not object within the deadline. Claimants may not refuse their consent without giving significant reasons.

21. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees, representatives, and agents) excludes and disclaims all liability 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. acts or omissions (including negligent acts or omissions) of the Promoter's officers, employees, representatives, or agents involved in the conduct of this Promotion;
  - c. any theft, unauthorized access or third-party interference;
  - d. any original Purchase documentation 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; and
  - e. any tax or other financial liability incurred by a Claimant.
22. Breville reserves the right to revoke the funds of any program participants who intentionally misuses the Promotion. No exceptions will be made to these rules.
23. By using the Promotion discount code card, the Claimant agrees to these Terms and Conditions and further acknowledges that Claimant has read and accepted the Terms and Conditions of participation of the Promotion.
24. If any provision of these Terms and Conditions of Service should be deemed invalid in whole or in part, this does not affect the validity of the remaining provisions. An ineffective provision shall be replaced by a provision which is legally permissible and which comes closest to the provision deemed invalid, in terms of content. The same applies to possible regulatory gaps.
25. The law of the country of purchase shall apply.
26. Promotion support is available at Breville's [Support Center](#)