

**BRAND AMBASSADOR BARISTA GIFT PACK PROMOTION – JUNE 2021
TERMS AND CONDITIONS**

Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Brand Ambassador Barista Gift Pack Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.

1. The promoter is BREVILLE PTY LIMITED (ABN 98 000 092 928) of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("**Promoter**" or "**Breville**").

2. The Promotion commences at 9:00 am (AEST) on Tuesday 1st of June and closes at 11:59 pm (AEST) on Saturday 31st of July 2021 ("**Promotional Period**"). The Promotional Period may be extended at the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted. Claimants must submit their claim by 11:59pm (AEST) on Saturday 31st of July 2021.

3. The Gift consists of a Barista Gift Pack* as further described in these Terms and Conditions below (collectively, "**Gift**"). *Barista Gift Pack is only available while stocks last.

Definitions

4. "**Participating Products**" for this Promotion consist of the following Breville Products (hereinafter, each a "**Participating Product**", collectively, "**Participating Products**"):

- The Oracle Touch - BES990BSS/BTR
- The Oracle - BES980BSS/BTR

5. "**Participating Stores**" means retail stores: Harvey Norman, Domayne, and Joyce Mayne (hereinafter, each a "**Participating Store**", collectively, "**Participating Stores**").

6. "**Purchase**" means either making full and final 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 in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period. Use of services such as Afterpay and Zip Pay transactions do not constitute Purchases unless payment is made in full during the Promotional Period.

7. "**Proof of Purchase**" means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:

- a. The Participating Product that was Purchased;
- b. The price paid for the Participating Product;
- c. The Participating Store at which the Participating Product was Purchased;
- d. The date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.

8. "**Proof of Model Number**" means proof of the model number of a Participating Product by Breville.

9. "**Immediate Family Member**" 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.

Gift

10. The Gift is as follows:

1. Barista Gift Pack (only available while stocks last) to be redeemed online, which contains:

- 1 x Breville the Bean Keeper Coffee Cannister (BES030BSS)
- 1 x 480ml Milk Jug in Black Truffle (BES048BTR)
- 2x Bodum Dual Wall Cappuccino Glasses

Approx. MSRP of Barista Gift Pack is \$119.85

2. Breville White Glove Service*

- *Either Virtual or In-Home depending on where the customer lives
- Customer to redeem via www.cluboracle.com.au

Approx. MSRP of White Glove Service \$375

3. 4 x 250g Bags Crave blend Coffee Beans

- Customer will receive a redemption code to activate the bonus
- Delivered direct by Veneziano

RRP\$52

4. Roaster Masterclass

Valued at \$100

11. To redeem Gift, claimants must:

- a. Purchase a Participating Product from a Participating Store; and
- b. Satisfy the other eligibility and claim requirements below.

12. Limit of one (1) Gift per item purchased applies. Gifts are not redeemable for cash.

Eligibility and claim Requirements

13. To be eligible to claim Gift, each claimant must:

- a. be an Australian resident currently living in Australia with an Australian residential and postal address;
- b. be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
- c. not be an employee of the Promoter, of a Participating Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
- d. purchase a Participating Product from a Participating Store during the Promotional Period;
- e. 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, resupply, rental, hire purchase or any other indirect use;
- f. retain the original Proof of Purchase in respect of that Purchase;
- g. visit promotions.breville.com.au ("Website") during Promotional Period, and follow all of the prompts and instructions, which may include asking the claimant to provide any or all of the following:

1. information including the claimant's full name, contact telephone number, email address and residential address;

2. a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Store.

Validation of Claims

14. The Promoter will:

- a. ensure that the Proof of Model Number provided by a claimant is valid; and
- b. ensure that the Proof of Purchase submitted by each claimant is valid.

15. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

Delivery of Barista Gift Pack

16. The Barista Gift pack is only available while stocks last and will be delivered to claimant directly by a third party agency, subject to any delivery or processing delays.

17. There will be no delivery fee for deliveries made within Australia. Change of delivery address requires 30 calendar days' notice by contacting breville@campaign.net.au. If a delivery has already been dispatched before any change of delivery address is notified, claimant may not receive the delivery and Breville and Pablo and Rusty's will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery including contents of the Barista Gift Pack.

18. The Promoter is not responsible for delivering Gift to claimants, or any delivery or processing delays. For each claimant notified of a successful claim, Breville will endeavor to arrange the delivery of Gift within 28 business days of the notification email.

Privacy

20. 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 and, as required, to Australian regulatory authorities. Validity of claims is 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 profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. 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 further details see <https://breville.com.au/pages/privacy-policy>

General

21. If any elements of the Gift become unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to end online redemptions due to limited stock.

22. Breville reserves the right to alter the terms of this Promotion and to amend or remove this Promotion at any time without prior notice.

23. Trade or commercial customers are excluded from this offer and Breville reserves the right to decline the claim. Breville has sole discretion to determine valid claims. Additionally, Promoter

reserves the right to refuse to accept multiple Participating Products of the same type or stock believed to be sourced for a commercial environment.

24. The Promotion only applies to Participating Products as set forth above, and cannot be used in conjunction with any other offer.

25. If you wish to return your Participating Product in accordance with a Participating Store's return policy you may do so, provided that you must return the Gift as well or a refund will be issued less the value of the Gift.

26. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

27. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) 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 insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant. 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.

28. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees and agents) 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 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 employees 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;
- e. any tax or other financial liability incurred by a claimant.

29. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:

- a. in the case of supply of goods, the Promoter doing any one or more of the following:
 - i. replacing the goods or supplying equivalent goods;
 - ii. repairing the goods; - paying the cost of replacing the goods or of acquiring equivalent goods;
 - iii. and/or - paying the cost of having the goods repaired; or
- b. in the case of supply of services, the Promoter doing either or both of the following:
 - i. supplying the services again; and/or
 - ii. paying the cost of having the services supplied again.

30. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.

31. Consumer promotion support is available at: Email: breville@campaign.net.au Phone: 1300 781 267.