

“TEFAL X BASTILLE FESTIVAL” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW residents aged 18 years or over.
3. 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 1st cousin.
4. Entries into the promotion open on 14/07/2022 and close at 11:59PM AEST on 17/07/2022 (“Promotional Period”).
5. To enter, individuals must complete the following steps during the Promotional Period:
 - Attend the Tefal x Bastille Festival 2022 event and locate the promotional card containing the QR code;
 - Scan the QR code and follow the prompts to the Tefal newsletter sign up page;
 - Input the requested details including their full name, email address and Australian state of residence; and
 - Submit the fully completed sign up form.

Upon submitting the form, entrants will get notified on the webpage and via email on whether they are an instant winner and the prize they will receive.

6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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. 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 an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The Promoter’s decision is final and no correspondence will be entered into.
11. Instant win prizes:

| | Product | RRP | Quantity | Prize Value | Pool |
|--|---------|-----|----------|-------------|------|
|--|---------|-----|----------|-------------|------|

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|----------------------------|---------------------------------------------------------|----------|-------|--------------|
| Cooking Food Processor | FE90C160 I – Companion XL Gourmet | \$2,499 | 1 | \$ 2,499 |
| Garment Steamer | DT8100 Access Steam Plus | \$139.95 | 6 | \$839.70 |
| EPC | Cook4me touch | \$699.95 | 1 | \$700 |
| Ingenio Cookware | Ingenio Emotion Induction Stainless Steel 4pc Mixed Set | \$250 | 2 | \$500 |
| Crepe Pan | Generous Cook Induction Non-Stick Pancake Pan 25cm | \$79.95 | 110 | \$8,794.50 |
| FryPan | Easy Clean + Non-Stick Frypan 24cm | \$34 | 505 | \$17,170 |
| FryPan | Easy Clean + Non-Stick Frypan 30cm | \$45 | 510 | \$22,950 |
| Wine walk experience for 2 | Wine walk ticket for 2 | \$110 | 10 | \$1,100 |
| Tefal Store Voucher | Tefal store Voucher \$50 | \$50 | 613 | \$30,650 |
| Tefal Store Voucher | Tefal store Voucher \$20 | \$20 | 742 | \$14,840 |
| | | | 2,500 | \$100,043.20 |

12. Prizes will be awarded as a coupon code valid at Tefal-shop (<https://www.tefal-shop.com.au/>). Winners must use the coupon code to order their prize online. The coupon code is only redeemable for the winner's prize and cannot be used for other purchases. Winners must redeem the code for their prize by 31/08/2022. If a winner fails to redeem their code by 31/08/2022, then the prize will be forfeited.
13. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
14. Subject to the unclaimed prize draw clause, if for any reason a/the winner does not take a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
15. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is \$100,043.20

17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A draw for any unclaimed prizes may take place on 17/08/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. Quality control errors will not invalidate an otherwise valid prize claim.
23. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
24. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the Tefal x Bastille Festival 2022 event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use / taking of a prize.

26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.tefal.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia.
27. The Promoter is Groupe SEB Australia Pty Ltd (ABN 40 081 605 889) of Suite 4 Level 3/2-4 Lyonpark Road, Macquarie Park NSW 2113, telephone 02 9647 8569.

NSW Authority No. TP/01999.