

Terms and Conditions

Q4 2024 Smeg Portofino & Victoria Cooker Offer

Promotional Period: 1 October 2024 – 03 November 2024

1. Information on how to claim and the offer form part of these Terms and Conditions ("Terms and Conditions"). Participation in the Q4 2024 Smeg Portofino & Victoria Cooker Offer ("The Offer") deems acceptance of these terms and conditions. Claimants must comply with these Terms and Conditions.
2. The Promoter is Smeg Australia Pty Ltd ABN 33 146 901 082 ("Promoter" or "Smeg")
3. The Promotion commences at 9:00am (AEST) on Tuesday the 1st of October and closes at 11:59pm (AEST) on Sunday the 3rd of November 2024 ("Promotional Period"). The Promotional Period may be extended at the sole discretion of the Promoter.
4. The Offer is only valid for purchases in Australia.
5. The Offer is provided at the point of purchase. Redemption is not required.
6. **The Offer** is: Save up to \$2,000 on Victoria & Portofino Cookers +10% off Matching Rangehoods.
 - a. Participating models and prices:

MODEL	RRP	SAVE	FINAL PRICE
CPF120IGMPBLA	\$16,990	\$2,000	\$14,990
CPF120IGMPTA	\$16,990	\$2,000	\$14,990
CPF120IGMPXA	\$16,990	\$2,000	\$14,990
CPF9GPANA	\$8,990	\$1,000	\$7,990
CPF9GPBLA	\$8,990	\$1,000	\$7,990
CPF9GPORA	\$8,990	\$1,000	\$7,990
CPF9GPRA	\$8,990	\$1,000	\$7,990
CPF9GPWHA	\$8,990	\$1,000	\$7,990
CPF9GPXA	\$8,990	\$1,000	\$7,990
CPF9GPYWA	\$8,990	\$1,000	\$7,990
CPF9IPAN	\$10,990	\$1,000	\$9,990
CPF9IPBL	\$10,990	\$1,000	\$9,990
CPF9IPOG	\$10,990	\$1,000	\$9,990
CPF9IPOR	\$10,990	\$1,000	\$9,990
CPF9IPR	\$10,990	\$1,000	\$9,990
CPF9IPWH	\$10,990	\$1,000	\$9,990
CPF9IPX	\$10,990	\$1,000	\$9,990
CPF9IPYW	\$10,990	\$1,000	\$9,990
KPFA12BL	\$3,690	\$369	\$3,321
KPFA12T	\$3,690	\$369	\$3,321
KPFA12X	\$3,690	\$369	\$3,321

KPFA9AN	\$2,990	\$299	\$2,691
KPFA9BL	\$2,990	\$299	\$2,691
KPFA9OG	\$2,990	\$299	\$2,691
KPFA9OR	\$2,990	\$299	\$2,691
KPFA9RD	\$2,990	\$299	\$2,691
KPFA9WH	\$2,990	\$299	\$2,691
KPFA9X	\$2,990	\$299	\$2,691
KPFA9YW	\$2,990	\$299	\$2,691
TR4110IBL2	\$11,990	\$1,000	\$10,990
TR4110IP2	\$11,990	\$1,000	\$10,990
TR90IBL2	\$8,990	\$750	\$8,240
TR90IP2	\$8,990	\$750	\$8,240
TRA4110BL	\$10,990	\$2,000	\$8,990
TRA4110P	\$10,990	\$2,000	\$8,990
TRA90BL2	\$6,490	\$750	\$5,740
TRA90BLP2	\$7,990	\$750	\$7,240
TRA90P2	\$6,490	\$750	\$5,740
TRA90SG2	\$6,490	\$750	\$5,740
TRA93BL	\$8,990	\$1,000	\$7,990
TRA93P	\$8,990	\$1,000	\$7,990
KSE110AP9	\$3,490	\$349	\$3,141
KT110BLA	\$3,490	\$349	\$3,141
KT110PA	\$3,490	\$349	\$3,141
KT90BLA	\$2,990	\$299	\$2,691
KT90GRE	\$2,990	\$299	\$2,691
KT90PA	\$2,990	\$299	\$2,691
TRA90GMBL	\$6,490	\$500	\$5,990

7. The Recommended Retail Price (RRP) of each item may change at the Promoters discretion.
8. For the purposes of these Terms and Conditions:
 - a. "Participating Retail Store" means any one of the Australian retail stores that is authorised by Smeg to sell Participating Products and has been invited by the Promoter to participate in the Promotion. Please contact the store prior to purchase to confirm eligibility;
 - b. "Participating Product" means any of the Smeg products listed by model name and number that are supplied by Smeg in Australia and sold by a Participating Retail Store;
 - c. All colours are applicable to the promotion.
9. Normal manufacturer's warranty conditions apply.
10. For clarity, products from the following ranges are not eligible for claims under The Offer:
 - a. Classic
 - b. Dolce Stil Novo
 - c. Linea
 - d. Refrigeration

- e. FAB
- f. Complementary products or accessories
- g. Small appliances
- h. Professional

11. Other exclusions from The Offer:

- i. Any item not listed under Participating Products will be excluded;
- j. Any factory second or items purchased from an auction house.
- k. Display models
- l. Purchases from any store or website that is not an authorised Smeg retailer.
- m. Clearance items or items purchased from www.shop.smeg.com.au.

12. The Promoter is not liable for any costs, fees or expenses relating to the description of installation, insurance, warranty or extended warranty, delivery or any other costs that are, at the determination of the Promoter are its absolute discretion, additional or ancillary to the models listed above.

13. To be eligible for The Offer, each claimant must:

- a. be an Australian resident currently living in Australia with an Australian residential and postal address;
- b. not purchase outside of the Smeg Portal; this includes employee, family member or friend of an employee;
- c. be the end user of the Participating Products, 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;
- d. not claim as part of a multi-residential project, or new homes development sale, or any purchase on a commercial invoice at commercial pricing;
- e. a 30% deposit has been paid to secure the order;
- f. Purchase must be made during the Promotional Period.

14. The Promoters decision is final, and no correspondence will be entered into in relation to any such decision.

15. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or online registration form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or any website, including any injury or damage to the Claimants or any other persons computer related to, or resulting from, participation or downloading any materials in connection with **the Offer**.

16. If a Participating Product is returned for a refund, exchange, or purchase is not finalised, **the Offer** is disqualified for the product in question and the claimant will not be refunded that portion of the return price.

17. Any costs associated with this Promotion is each claimant's responsibility. All other ancillary costs including but not limited to insurance, taxes (excluding GST) and all other expenses are the responsibility of the Claimant. The Promoter makes no guarantee of the availability of its web services and not be held responsible for any interruption of service that may interfere with a claimant's ability to participate in this Promotion.

18. 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.
19. Nothing in this agreement excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investment Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, affiliated companies, 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. If the Promoter is able to limit the claimants remedy for a breach of a Non-Excludable Guarantee, the liability of the Promoter (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:
- a. in the case of good, the replacement of the good or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of services again, or the payment of the cost of having the services supplied again.
20. The Promoter's collection, use and disclosure of personal information ("PI") is subject to the Smeg Privacy Policy (available at smeg.com.au) and is incorporated into this agreement. The Promoter collects PI to conduct **the Offer**, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. The promotion is conditional on providing this PI and without this PI, the Promoter cannot process any claims. The claimant consents to the information they submit with their claim being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other correspondence to the claimant. All personal details of the claimants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.

For consumer enquiries, please contact:

SMEG AUSTRALIA

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