

Coffee Elite Experience 2018 Rewards Program – Terms & Conditions

27/06/2018

1. Information on how to enter this Promotion and details form part of these Terms and Conditions of entry (**Terms**). These terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The promoter is De'Longhi Australia Pty Ltd (ABN 49 104 012 857) of Nexus Industry Park, Building 3A, 43 Lyn Parade, Prestons NSW 2170, Australia (**Promoter**).
3. A Participant is any person who applies for a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available Rewards or applying for a Reward.
4. The Promotion will be open from 12:00am Australian Eastern Daylight Savings Time 01/08/2018 and will close on 11:59pm Australian Eastern Standard Time on 31/12/2018 (**Promotion Period**) or while stocks last. De'Longhi Australia Pty Ltd will accept valid claims for products purchased up to 7 days prior to the start date (Purchases made 25/07/2018-01/08/2018).
5. All valid claims must be received and finalised by 14/01/19 (including provision of proof of purchase)
6. Entry is open to Australian residents aged 18 years and over (**Eligible Entrants**).
7. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of the Reward), and their immediate families, are not eligible to enter. By entering this Promotion you represent that you are eligible to enter.
8. The participating De'Longhi Fully Automatic coffee machine(s) include models: ECAM65085MS, ECAM65075MS, ECAM65055MS or ECAM55075MS.
9. 'Elite Experience' Promotion comprises of: (a) 2 hour in-home machine set-up. This in-home service is only available in selected suburbs within; Sydney, Melbourne, Tasmania, Brisbane, Adelaide and Perth. Consumers can check if they live within a serviceable area of the 'Elite Experience' by visiting delonghicoffeemachine.com.au/elite-experience and entering their postcode. Eligible consumers for the Elite Experience will also receive a Gift Hamper consisting of 2 x Cappuccino Glasses, 2 x Espresso Glasses, 1 x Milk Texturing Jug and 2KG Coffee Beans. This will be received during the in-home service. (b) Consumers that are not eligible for the Elite Experience will receive a Gift Hamper consisting of 2 x Cappuccino Glasses, 2 x Espresso Glasses, 1 x Milk Texturing Jug and 2KG Coffee Beans. The Gift Hamper will be delivered by mail to Australian addresses only, PO Box addresses will not be accepted. The Reward will be dispatched up to 12 weeks from the date of validation.
10. Consumers must have purchased a participating model(s); ECAM65085MS, ECAM65075MS, ECAM65055MS, and ECAM55075MS in order to apply for a Reward: (a) that product must have been purchased from an Participating Reseller as defined by De'Longhi Australia; (b) the product must have been paid for in full by the consumer within the promotional period in which the consumer is applying for a reward (c) the consumer may only make one Reward application in respect of that product; and (d) the consumer must immediately return any Reward they receive in connection with that product to the Promoter if they return the product for a refund or credit.
11. To claim the 'Elite Experience' reward consumers must visit delonghicoffeemachines.com.au/elite-experience and fill in all the required details complying with the -required purchase provisions to qualify (a) the consumer eligible for the In-Home Elite Experience is only available in selected suburbs in Sydney, Melbourne, Tasmania, Brisbane, Perth and Adelaide with purchases of an eligible PrimaDonna model (ECAM65085MS, ECAM65075MS, ECAM65055MS and ECAM55075MS) (a) The consumer eligible to receive the 'Gift Hamper' has purchased an eligible PrimaDonna model (ECAM65085MS, ECAM65075MS, ECAM65055MS and ECAM55075MS).
12. The Promoter is not responsible for any person or store which misrepresents itself as an Authorised Reseller or incorrectly claims that Rewards are available in respect of a product where no such Rewards are available. Any purchase from a person incorrectly or fraudulently claiming to be an Authorised Reseller will not qualify a Participant to apply for a Reward. Additionally, any corporate order made through the Promoter or other channels will not qualify a Participant to apply for a

Reward. A Participating Retailer does not include a retailer who only operates online stores without bricks and mortar. However, purchases made through www.Amazon.com.au and www.delonghi.com/en-au online stores (excluding seconds products) are valid and will be accepted. Purchases must be made within the promotional period.

13. Offer not valid on commercial sales, second-hand purchases, clearance lines and trade seconds products, retail staff discount offers, or on purchases made from a mass merchant retailer.
14. Multiple claims/entries are permitted, subject to the following: a. only one (1) claim/entry permitted per specified purchase. b. each claim/entry must be submitted separately and in accordance with the claim/entry requirements. c. limit of one (1) Reward awarded per eligible claim/entry. The Promoter's decision is final and no correspondence will be entered into.
15. Participants who are eligible to apply for a Reward will only receive that Reward if they fulfil each of the Reward Criteria for that Reward, including by applying for that Reward within the time period required by the Promotional Website and in the manner required by the Promotional Website and these terms and conditions. Any application for a Reward that fails to meet these requirements will be deemed invalid. Applications will also be deemed invalid if they are incomplete, incorrect or incomprehensible, or if they are stolen, forged, mutilated or tampered with in any way.
16. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Consumer to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Consumer, such issues are resolved by the relevant Consumer to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.
17. Reward applications will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Consumers may only apply for Rewards in their own name and using their own personal details, and may only provide their own address and account details in their application for the receipt of a Reward. Additionally, a person must not apply for a Reward to which another person is entitled, whether on their behalf or otherwise. The Promoter takes the issue of fraud very seriously, and reserves the right to deem invalid and report to the police and/or other appropriate authorities any applications for Rewards which it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to apply for Rewards or enter details into the Promotional Website is prohibited.
18. The Promoter reserves the right, at any time, to verify the validity of applications and Consumers (including a Participant's identity, age, and place of residence, address or account details (as applicable) for the receipt of the Rewards and, where applicable, proof of purchase). Proof of identity, age, residency, address or account details and purchase considered suitable for verification is at the discretion of the Promoter.
19. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. The Promoter will make reasonable efforts to deliver the Reward(s) to successful Participant(s). Any part of any Reward that is not taken for any reason is forfeited. Any taxes which may be payable as a consequence of a Participant receiving a Reward are the sole responsibility of the Participant.
22. The Promoter collects 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, Reward suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By entering, Eligible Entrants consent to the Promoter, for an indefinite period, unless otherwise advised, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Eligible Entrants should direct any request to access, update or correct information by

contacting the Promoter on 1800 126 659 or visit www.delonghi.com/en-au/customer-support/contact-us. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the Promoter's Privacy Policy, available at <http://www.delonghi.com/en-au/legal/privacy-policy-au>.

23. The Promoter may change these terms and conditions from time to time in its discretion, by posting the revised terms and conditions (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By applying for a Reward or entering details into the Promotional Website, Participants are deemed to have accepted the version of these terms and conditions that applies at that time.
24. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
25. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting the Reward, except for any liability which cannot be excluded by law. Copyright © De'Longhi Australia Pty Ltd. All rights reserved.
225209598.02 The Promoter is De'Longhi Australia Pty. Ltd. Unit 3A, 43 Lyn Parade, Prestons NSW 2170. ABN 49 104 012 857