

## De'Longhi Elite Experience Refer a Friend Program 2019 – Terms & Conditions

20/05/2019

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 redemption code or a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available redemption codes or Rewards or applying for a redemption code or Reward. Participants who have applied to and received the Elite Experience in-home promotion are hereby referred to as the 'Initiator'. Participants who have received a redemption code by an Initiator are hereby referred to as the 'Referred Participant'.
4. The Promotion will be open from 12:00am Australian Eastern Standard Time 13/05/2019 and will close on 11:59pm Australian Eastern Daylight Savings Time on 31/12/2019 or 12 months after the redemption code is received (**Promotion Period**).
5. Entry is open to Australian residents aged 18 years and over.
6. 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.
7. The 'De'Longhi Elite Experience Refer a Friend 2019' promotion comprises of the following steps:
  1. One (1) redemption code following the Elite Experience in-home promotion issued to Initiator. Terms and conditions for this separate promotion is available here: <https://www.delonghi.com/Global/countries/au/pdfs/20190520-DeLonghiEliteExperienceFAC-PromotionTerms.pdf>
  2. The provided redemption code may be distributed by the Initiator to Referred Participants at a maximum quantity of twenty-four (24) valid entries.
  3. The Referred Participant must purchase a participating model at a participating retailer during the promotional period of 12 months after the Initiator receives the redemption code or by 31/12/2019. Participating models consists of De'Longhi Coffee Machine models: EPAM96075GLM, ECAM65085MS, ECAM65075MS, ECAM65055MS, ECAM55075MS, ECAM55055SB, ECAM51055M, ECAM45760W, ECAM45760B, ECAM37095T, ECAM35055W, ECAM35055B, ECAM23460S, ECAM22110B, ECAM22110SB, and ESAM04110B.
  4. The Referred Participant must visit <http://www.delonghicoffeemachines.com.au/elite-experience/refer-a-friend> and fill in all the required details complying with the required purchase provisions to qualify and receive the Reward, and select one of the following Rewards: a) Two (2) x 500g De'Longhi Coffee Beans SIGNATURE500G (RRP \$35.90); b) Single set of two (2) x De'Longhi Cappuccino Glasses DBWALLCAPP (RRP \$29.95); or c) One (1) x De'Longhi Descaler DLSC500 (RRP \$29.95). The Referred Participant must provide their name, contact phone number, email address, postal street address, together with a clear scanned copy or photo of their full purchase receipt. The receipt must clearly show the date of purchase, model purchased, and a zero balance outstanding.
  5. The Referred Participants claim will be verified within seven (7) business days via an approval email. The Reward 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.

6. For every valid redemption the Initiator must follow the link provided in the Elite Experience in-home promotion follow up email sent to their nominated email address and fill in all the required details including their name, contact phone number, email address and postal street address. The Initiator must select one of the following Rewards within thirty (30) days of the validation email: a) Two (2) x 500g De'Longhi Coffee Beans SIGNATURE500G (RRP \$35.90); b) Single set of two (2) x De'Longhi Cappuccino Glasses DBWALLCAPP (RRP \$29.95); or c) One (1) x De'Longhi Descaler DLSC500 (RRP \$29.95).
7. The Initiator's claim will be verified within seven (7) business days via an approval email. The Reward 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.
8. The Initiator must have provided the redemption code to the Referred Participants and the Referred Participants must have purchased a participating model(s) which: (a) must have been purchased from a Participating Reseller as defined by De'Longhi Australia; (b) the product must have been paid for in full by the Referred Participants within the promotional period in which the Referred Participants is applying for a reward (c) the Referred Participants may only make one Reward application in respect of that product; and (d) the Referred Participants 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.
9. 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](http://www.Amazon.com.au) and [www.delonghi.com/en-au](http://www.delonghi.com/en-au) online stores (excluding seconds products) are valid and will be accepted. Purchases must be made within the promotional period.
10. 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.
11. 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. The redemption code may be used at quantity of twenty-four (24) valid redemptions.
12. 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.
13. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Referred Participants and/or Referring Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Referred Participants and/or Initiator, such issues are resolved by the relevant Referred Participants and/or Initiator to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.
14. 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. Referred Participants and Initiators 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.

15. The Promoter reserves the right, at any time, to verify the validity of applications and Referred Participants and/or Initiators (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.
16. The Promoter reserves the right to amend these Terms and Conditions at any point throughout the promotion. Participants must refer to the most up to date version available at the following site: <https://www.delonghi.com/en-au/customer-support/promotions>
17. 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.
18. 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.
19. 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.
20. 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, Participants 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. Participants should direct any request to access, update or correct information by contacting the Promoter on 1800 126 659 or visit <https://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>.
21. 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.
22. 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.
23. 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