

## **KitchenAid Christmas 2018 Promotional GWP Terms & Conditions**

1. Information on purchasing Participating Products and how to make a claim to receive a Bonus Offer forms part of these Terms and Conditions (Terms). These Terms apply to the Promotion and submission of a claim for a Bonus Offer is deemed acceptance of these Terms.
2. The promoter is KitchenAid Australia Pty Ltd (ABN 50 601 363 419) of 6-8 Billbrooke Close, Cameron Park NSW 2285, Australia (Promoter).
3. The Promotion will be open from 12:00am Australian Eastern Daylight Time (AEDT) 01/11/2018 and will close on 11:59pm Australian Eastern Standard Time (AEST) on 24/12/2018 (Promotion Period). Purchases made outside the Promotional Period will be declared as void.
4. Entry is open to Australian and New Zealand residents aged 18 years and over (Eligible Claimants).
5. Employees, directors, management and contractors of the Promoter and other agencies, firms, retail staff or companies associated with the Promotion (including suppliers of Prizes), and their immediate families, are not eligible to enter. By entering this Promotion you represent that you are eligible 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 first cousin.
6. The promotion comprises a Bonus Offer (Bonus Offer) when the Participating Products are purchased.
7. The Offer can only be claimed in store from a participating retailer as per (9).
8. Participating Product(s) refers to KitchenAid Stand Mixers and Food Processors purchased from a Participating Retailer. The eligible models of the Participating Products that form part of this promotion are:
  - a) Stand Mixers: KSM45A/150/155/156/160/170/180/7581/7590, KPM5, KPM50 and (Participating Product Stand Mixers); and
  - b) Food Processors: KFP1325, KFP1333 and KFP1444 (Participating Product Food Processors).The Participating Products are subject to stock availability.

8. Commercial sales, second-hand purchases, refurbished products, trade seconds products, insurance claims, purchases denoted "Clearance" (including seconds) or Special Offers are excluded from this promotion, and any Participating Products purchased in these ways will not be eligible for the Bonus Offer.
9. Offer available to purchases made from Participating Retailers only. A "Participating Retailer" refers to a retailer that operates from a bricks and mortar store in Australia (including both the bricks and mortar store and any online store operated by such retailers) and selected Online Retailers covering Appliances Online, Kogan and Catch of the Day.
10. Purchases made through the KitchenAid online store at the URL [www.kitchenaid.com.au](http://www.kitchenaid.com.au) and [www.kitchenaid.co.nz](http://www.kitchenaid.co.nz) (excluding the products identified in clause 8) are valid and will be accepted.
11. An Eligible Claimant who purchases a Participating Product Stand Mixer can claim the Bonus Offer of only one (1) Ice Cream Bowl (KICA0WH , AU \$199 / NZ \$249), and are not entitled to more than one (1) Ice Cream bowl per stand mixer purchase.
12. An Eligible Claimant who purchases a Participating Product Food Processor can claim the Bonus Offer of a Dicing Kit Attachment (KFP13DC12, RRP AU\$169/ NZ \$169) and are not entitled to more than one (1) Dicing Attachment per Food Processor purchase.
13. Eligible Claimants who purchased a Participating Product during the Promotional Period must claim the Bonus Offer by 11:59pm AEST on 24th December 2018 in store. Claims received after this date will not be accepted and deemed void. After this time has expired, the Bonus Offer is no longer valid.
14. Should the attachments identified in the Bonus Offer become out of stock, the Promoter reserves the right to provide an alternative attachment of the same or higher retail value. The Bonus Offer is not transferable or exchangeable by the Eligible Claimant. All other costs associated with the Bonus Offer is the responsibility of the Eligible Claimant.
15. Multiple claims are permitted, subject to the following:
  - a) only one (1) claim permitted per purchase of a Participating Product; and
  - b) each claim must be submitted separately and in accordance with the claim requirements.
17. The Promoter's decision is final and no correspondence will be entered into.

18. Incomplete, indecipherable or illegible claims will be deemed invalid. If there is a dispute as to the identity of a claimant, the claimant will be deemed to be the person in whose name the purchase tax invoice was issued (if applicable).
19. The Promoter and its associated agencies or companies accept no responsibility for lost, stolen, late, damaged or misdirected claims.
20. Claimants must retain their original store purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the claimant's claim and forfeiture of any right to the offer.
21. The purchase receipt must clearly specify the product purchased, price paid, store of purchase and that the Participating Product was purchased during the Promotion Period. Every valid purchase of a Participating Product must be paid in full during the Promotional Period. No part payments will be accepted. This Bonus Offer cannot be used in conjunction with any other consumer offer, and is not available if the Participating Product is returned or refunded. In the event the claimant has already received the Bonus Offer prior to returning the Participating Product or receiving a refund, the claimant must return the Bonus Offer to the Promoter. Any costs incurred by the claimant associated with returning the redeemed Bonus Offer are the sole responsibility of the claimant.
22. Claimants must contact [promotions@kitchenaid.com.au](mailto:promotions@kitchenaid.com.au) (AUSTRALIA & NEW ZEALAND) or telephone 1800 990 990(AUSTRALIA) or 0800 881 200 (NEW ZEALAND) for all inquiries.
23. The claimant shall accept the Bonus Offer as described in these Terms and acknowledges that the Promoter accepts no responsibility for any variation in the value of any attachments identified in the Bonus Offer, or for any tax liabilities that may arise from claiming the Bonus Offer. The Recommended Retail Price (RRP) includes GST and is suggested only.
24. The Promoter's decision is final on all matters and no correspondence will be entered into.
25. Any costs incurred by the claimant associated with this offer including accessing the KitchenAid website or making telephone enquiries in relation to the offer are the sole responsibility of the claimant.

26. 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 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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 including, but not limited to, where arising out of the following: a. any technical difficulties or product malfunction (whether or not under the Promoter's control); b. any theft, unauthorised access or third party interference; c. any claim that is late, lost, altered, damaged or misdirected (whether or not after the receipt by the Promoter) due to interference; d. any tax liability incurred by a claimant; or e. use of the Bonus Offer.
27. KitchenAid Australia Pty Ltd collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers. A claim is conditional on providing this PI. In addition to any uses that may be outlined in KitchenAid's Privacy Policies, if the claimant opts-in by ticking the opt-in box at the time of submitting their claim, each claimant then consents to the information they submit, being entered into a database of KitchenAid and its agents and for this information to be used, for an indefinite period, unless otherwise advised, for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. All personal details of the claimant will be stored by the Promoter and its Agents and are subject to KitchenAid's Privacy Policy, see <https://kitchenaid.com.au/privacy-policy>. A request to opt out, access, update or correct any information can be made by contacting the Promoter. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter or its Agent, the Promoter or its Agent may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles.