

## De'Longhi Facebook and Instagram Competition – TERMS AND CONDITIONS

### De'Longhi Australia

#### User-Generated Content Social Media Competition

1. Information on how to enter this Promotion and Prize 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. **The Promotion will be open from 09:00 am on 15<sup>th</sup> October 2022 and will close at 11:59 pm on 31<sup>st</sup> December 2022, 23:59 (AEDT) (Promotion Period).** Entries received outside these Promotional Period dates will be declared as void.
4. All valid competition entries must be received and finalised by the following:
  1. **October UGC Social Media Competition closes: 11:59 pm AEDST on 31/10/2022**
  2. **November UGC Social Media Competition closes 11:59 pm AEDST on 30/11/2022**
  3. **December UGC Social Media Competition closes 11:59pm AEDST on 31/12/2022****Entry is open to Australian residents** aged 18 years and over and only open to Australian residents. (**Eligible Entrants**)
5. Employees, directors, management and contractors of the Promoter and other agencies, firms 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. This is a combined competition between our Instagram and Facebook De'Longhi Australia accounts. A total of **up to five (5) winners each month** will be picked among all entries on both platforms. The criteria based on which the winning content is selected is Creativity.
7. Each Month There is a **total of up to 5 prizes** to be won with a total prize pool of **\$1,000.00 AUD**.
8. Each prize comprises of:
  - a. ● 1 E-commerce Voucher of the value of \$200.00 AUD each to spend on
  - b. <https://www.delonghi.com/en-au/>
2. The Prize for each winner will be posted to one (1) nominated Australian address only. The Entrant must ensure that all details provided for the delivery of the product are correct. No re-direction of the prize will be accepted. Delivery to PO Boxes is not accepted. Allow up to six weeks for processing and delivery from the closing date of the promotion. The Entrant is responsible for providing full and accurate details and the Promoter will not be responsible for any costs associated in locating the prize if details provided are inaccurate.
9. Multiple entries are permitted.
10. **To enter the UGC Social Media Competition, the entrant needs to share an authentic photo of their De'Longhi product/ products and tag on their post on Facebook or Instagram stories the @DeLonghi\_AU Instagram account. Entrants can obtain bonus**

entries to this competition by sharing additional photos of their De'Longhi product/ products and Tag @DeLonghi\_AU.

11. The Winners will be announced on the 10<sup>th</sup> of each month on the social media De'Longhi Australia Facebook and Instagram and contacted on social media by private messaging.
12. The Prize Winners will be notified through Facebook and Instagram via a comment and private messaging on the Prize Winner's entry. Chance plays no part in determining the Prize winners.
13. In the event that any Prize winner/s is not contactable within five (5) business days of notification, another winner/s will be selected from all other eligible entries for the relevant Prize.
14. Entrants must Contact <https://www.delonghi.com/en-au/customer-support/contact-us> or 1800 126 659 for all inquiries.
15. The Eligible Entrant shall accept the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of a Prize, or for any tax liabilities that may arise from winning the Prize. All values are in Australian Dollars.
16. The Prize is not transferable or exchangeable.
17. Each Prize consists of a Promotional Gift Voucher code of \$200 AUD to spend on <https://www.delonghi.com/en-au>.
18. Promotional Gift Voucher codes of \$200 are only applicable on purchases with a total cart value greater than \$200 AUD (total cart value must be at least \$201 AUD.)
19. Winners of \$200 AUD Gift Voucher give permission to De'Longhi Australia to utilise their winning content (photos) on all social media channels, Facebook and Instagram, both paid and organic.
20. Promotional Gift Voucher code is NOT applicable to "Factory Seconds", "Clearance Stock", "Bundle" products or those with an already reduced price (as indicated by was/is pricing) as well as any products listed on the "Online Offers" page, lastly the promotion code is not available on products with any other offer. Promotional Gift Voucher codes will be valued for two months from the date the winner is sent the code.
21. Any costs incurred by entrants associated with this promotion including accessing De'Longhi's Australia website and telephone enquiries in relation to the offer are the sole responsibility of the claimant.
22. Entrants will be judged on their creativity. Only one entry per person. If more than one entry is submitted per person, only the first entry will be valid.
23. The Promoter reserves the right to:
  - (a) Verify the validity of entries and entrants.
  - (b) disqualify any entrant who submits an entry that is not in accordance with these conditions; and
  - (c) Disqualify any entrant submitting an entry which infringes a third party's intellectual property rights, or in the Promoter's opinion, includes objectionable content, including but not limited to profanity, potentially insulting, inflammatory or defamatory language.

24. Incomplete, indecipherable, or illegible entries will be deemed invalid. 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.
25. No purchase necessary. A purchase or payment of any kind will not increase your chances of winning.
26. This is a skill-based competition. Void where prohibited by law. Many will enter. Few will win. Open to legal residents of Australia, 18 years old and older. Promoter obtains exclusive ownership rights to your entry. By entering the competition, you ("entrant" or "you") must agree to these official rules, which create a contract so read them carefully before entering.
27. 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 their 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 equipment malfunction (whether or not under the Promoter's control);
  - b. any theft, unauthorised access or third party interference;
  - c. any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to interference;
  - d. any way out of the Promotion, any entry 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;
  - e. any variation in gift value to that stated in these Terms;
  - f. any tax liability incurred by a claimant; or
  - g. use of the Prize
28. The Promoter reserves the right to finish the promotion without warning.
29. The Promoter's decision is final on all matters and no correspondence will be entered into.
30. 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 or using the Prize, except for any liability which cannot be excluded by law.