

De'Longhi NZ Warranty Cards Product Registration Promotion

2024 Terms & Conditions

SUMMARY	
Promotion:	De'Longhi NZ Warranty Cards Product Registration Promotion 2024
Promoter:	De'Longhi Australia Pty Ltd (ABN 49 104 012 857) of Nexus Industry Park, Building 3A, 43 Lyn Parade, Prestons NSW 2170, Australia. Ph. +61 2 9426 7000 NZ branch: Postal Address: PO Box 58056, Botany, Manukau 2163 New Zealand Address: 99 Khyber Pass Rd, Grafton, Auckland 1023 New Zealand Ph: 0508 200 300 Fax: 0508 200 301
Promotional Period:	Start Date: 1 st June End Date: 31 st December
Eligible Entrants:	Entry is open to New Zealand residents aged 18 years and over
How to Enter:	To enter, individuals must sign up for the De'Longhi Australia Newsletter via this link https://www.delonghi.com/en-nz/register-and-win and provide Express Consent to receive Marketing information and material by ticking the box containing this disclaimer in the registration form: I agree to receive marketing information and promotional communications – based on my preferences and behaviour – about De' Longhi products, services, events, and promotions. I 'By giving this consent you authorize De'Longhi Appliances Pty Limited to: a. send you advertising communication, based on a specific customer profile designed on your personal preferences and interests, within the limits of the consent via automated means of contact (email, SMS, social media, and other mass communication tools, etc.) and traditional contact methods (e.g. by telephone); b. To offer you personalized content and offers on the Site / Application that you are likely to be interested in. This data may include: • Data you give us by registering on De' Longhi Web Site such as your name, email address, physical address, country, and phone number; • Data we get from your interactions with De' Longhi, particularly through De' Longhi digital channels, such as social media, websites, and apps. This data may include IP address, cookies, location details, and websites you visit. Your consent may be revoked at any time by visiting My Account > My Marketing Preferences. For more information, please read the De'Longhi Privacy Policy and the De'Longhi Cookie Policy
Entries Permitted:	Multiple claims/entries are not permitted: a. only one (1) claim/entry is permitted per eligible entrant, per eligible email address. b. each claim/entry must be submitted separately and in accordance with the claim/entry requirements. c. limit of one (1) prize per eligible entrant. d. Entry pool is made by all eligible entrants who enter during the promotional period.
Total Prize Pool:	Australia Total Prize Pool Value: \$1,500 NZD ACT TP 22/00003

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 by entering this promotion, you represent that you are eligible to enter and you are deemed to have accepted 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, telephone number [1800126659] **(Promoter)**.

3. The Promotion will be open from 10:00am Australian Eastern Daylight Time **(AEDT)** 01/06/2024 and will close on 11:59pm AEDT on 31/12/2024 **(Promotion Period)**.

Who can enter?

4. Entry is open to New Zealand residents aged 18 years and over **(Eligible Entrants)**. By entering this Promotion, you represent that you are eligible to enter.

5. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize), and their immediate families, are not 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.

How to enter?

6. To enter, Eligible Entrants must subscribe to the De'Longhi Australia Newsletter at this page <https://www.delonghi.com/en-nz/register-and-win> via the online Newsletter registration form with the required personal information (including but not limited to name, last name, and email address) The registration form must be completed and submitted in order to be in the draw and be eligible to win.

7. All valid newsletter subscriptions must be received and finalised by the following dates:

- June Monthly Newsletter Registration Draw Closes: 11:59pm AEST on 30/06/2024
- July Monthly Newsletter Registration Draw Closes: 11:59pm AEST on 31/07/2024
- August Monthly Newsletter Registration Draw Closes: 11:59pm AEST on 31/08/2024
- September Monthly Newsletter Registration Draw Closes: 11:59pm AEST on 30/09/2024
- October Monthly Newsletter Registration Draw Closes: 11:59pm AEDST on 31/10/2024
- November Monthly Newsletter Registration Draw Closes: 11:59pm AEDST on 30/11/2024
- December Monthly Newsletter Registration Draw Closes: 11:59pm AEDST on 31/12/2025

8. Multiple entries are not permitted: a. only one (1) Eligible Entry is permitted per Eligible Entrant, per email address. b. each Eligible Entry must be submitted separately and in accordance with these Terms c. there is a limit of one (1) prize per Eligible Entrant. d. The entry pool is made by all Eligible Entrants who submit an Eligible Entry during the Promotional Period in accordance with these Terms.

9. Eligible Entries will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Eligible Entrants may only enter the Promotion in their own name and using their own personal details and may only provide their own email address to submit an Eligible Entry.

10. Entries will be deemed invalid if they are incomplete, incorrect, or incomprehensible or if they are stolen, forged, mutilated, or tampered with in any way. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights (including intellectual property rights) will also be invalid.

11. The Promoter takes the issue of fraud very seriously and reserves the right to deem any entry invalid and report to the police and/or other appropriate authorities any entry that it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to enter the Promotion repeatedly is prohibited and any such entries submitted using such means will be invalid.

12. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Eligible Entrant to attempt to resolve any issues with an invalid entry that is capable of resolution. If, following contact with the relevant Eligible Entrant, such issues are resolved by the Eligible Entrant to the satisfaction of the Promoter, the Promoter may accept the entry as an Eligible Entry. The Promoter accepts no responsibility for lost, stolen, late, damaged or misdirected entries.

13. The Promoter reserves the right in its sole discretion to disqualify any individual whom it has reason to believe has breached any of these Terms, 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.

Prize

14. The total prize pool value is \$1,500 NZD (inc. GST).

15. The total Prize Pool consists of the stated below:

- July Monthly Prize – 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz
- August Monthly Prize 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz
- September Monthly Prize 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz
- October Monthly Prize 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz
- November Monthly Prize 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz
- December Monthly Prize – 1 x \$250 ECOM Voucher to spend on delonghi.com/en-nz

16. This is a game of chance. The prize winner (**Winner**) will be selected by manual random draw at De'Longhi Australia PTY LTD, Nexus Park, Unit 3, 43 Lyn Parade, Prestons, NSW, 2170, Australia on the following dates and times (the **Draw**) The first valid Eligible Entry drawn will be the Winner. The Winner will be notified in writing, using the email address provided to submit their Eligible Entry, within two (2) business days of the Draw and their name will be published on the De'Longhi Australia media pages and online at <https://www.delonghi.com/en-nz/promotions> within seven (7) days of the Draw.

Draw Dates & Times:

- June Monthly Draw: 10:00am AEST on 15/07/2024
- July Monthly Draw: 10:00am AEST on 12/08/2024
- August Monthly Draw: 10:00am AEST on 16/09/2024
- September Monthly Draw: 10:00am AEDST on 14/10/2024
- October Monthly Draw: 10:00am AEDST on 11/11/2024
- November Monthly Draw: 10:00am AEDST on 16/12/2024

- December Monthly Draw: 10:00am AEDST on 13/01/2024

17. The Promoter will make every effort to dispatch the Prize to the Winner within 28 days from the date of the Draw.

18. The Promoter's decisions about the Promotion, including the Draw of a Winner is final and no correspondence will be entered into.

Unclaimed Prize Draw

19. If the Prize remains unclaimed after three (3) months from the date the Winner is notified in accordance with clause 15, then the Prize will be forfeited by the Winner and, an unclaimed prize draw will take place on [the following month] at the same time and place as the original Draw, using the same draw method, subject to directions from regulators. A Winner will be notified in writing, using the email address provided to submit their Eligible Entry, within two (2) business days of the unclaimed prize draw and their name will be published on the De'Longhi Australia media pages and online at <https://www.delonghi.com/en-nz/promotions> within fourteen (14) days of the unclaimed prize draw.

Prize Conditions

20. The Promoter reserves the right to withdraw a Prize if there are no Eligible Entrants to receive it.

21. The Promoter will make reasonable efforts to deliver the Prize to the Winner in accordance with these Terms. Any taxes which may be payable as a consequence of a Winner receiving the Prize are the sole responsibility of the Winner. The Promoter is not responsible for a Prize that may be lost, stolen, forged, damaged or tampered with after it leaves us or our agent, or changes in Prize value.

22. If the Prize is unavailable, the Promoter reserves the right, in its discretion (acting reasonably), to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

23. The Prize is not transferable or exchangeable and cannot be redeemed for cash. Any expenses relating to the Prize are the responsibility of the Winner.

General

24. In the event of war, terrorism, state of emergency, or disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the Promotion or suspend or modify the Prize, subject to any written directions from a relevant regulatory authority.

25. 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.

26. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the Winner (including photograph, film and/or recording of the same) in any

media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting the Promoter and any products manufactured, distributed and/or supplied by the Promoter.

27. 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, Prize suppliers, and, as required, to Australian regulatory authorities. Entry into the Promotion is conditional on providing this personal information. By entering, if the Eligible Claimant opts-in by ticking the opt-in box at the time of submitting their Eligible Entry, Eligible Entrants consent to the Promoter using the information for promotional, marketing, publicity, research, and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. Eligible Entrants should direct any request to access, update or correct information by contacting the Promoter on the Contact Us page on <https://www.delonghi.com/en-nz/customer-support/contact-us> or by calling 1800126659. 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>. A request to opt out, access, update or correct any information can be made by contacting the Promoter. All Eligible Entries become the property of the Promoter. Unless otherwise indicated by the Promoter or its agent, the Promoter or its agent may disclose personal information overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles.

28. The Promoter may change these terms and conditions from time to time by posting the revised terms and conditions (or a link to them) at <https://www.delonghi.com/en-nz/promotions> (**Website**). Participants should regularly check the Website for any updates. By submitting an Eligible Entry, Participants are deemed to have accepted the version of these Terms that applies at that time.

29. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to an entrant'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.

30. Nothing in these Terms limits, 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 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 Prize.

31. Eligible Claimants must fill out the contact form on www.delonghi.com/en-au/contact-us or telephone 1800 126 659 for all enquiries.

32. **Permit Number:** ACT TP 22/00003.

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