

ESSTEELE LUNAR NEW YEAR “WIN 1 OF 8 LUCKY GIFT PACKS” PROMOTION 2024

TERMS AND CONDITIONS

GENERAL

1. Instructions on how to enter, prizes and other details contained within the promotional advertisements form part of these Terms and Conditions. Participation in the promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 and above (“**Entrant**”). Employees of the Promoter or related companies, the Promoter’s agencies associated with the promotion, and their immediate families, are ineligible 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 1st cousin.
3. 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, not followed the rules as set out by the Promoter, and agreed to, 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.
4. 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 (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

HOW TO ENTER

5. The Promotion commences at 09:00am AEDT on January 8th, 2024, and concludes for purchases at 11:59pm AEDT on February 10th, 2024 (“**Purchase Period**”). Final entries close at 11:59pm AEDT on February 12th, 2024 (“**Entry Period**”). Entries submitted outside these dates will be deemed outside the Entry Period and declared as void.
6. A participating retailer is any retailer in Australia that displays advertising material for this Promotion and stocks Essteele products (“**Participating Retailer**”).
7. To enter and be eligible to win a prize, Entrants must complete the following steps during the Promotional Period:
 - a. Purchase any Essteele branded cookware (excluding accessories, cleaners and spare parts) from a Participating Retailer during the Purchase Period;
 - b. Visit www.essteele.com.au and follow the link to the promotion entry page or go directly to www.essteele.com.au/newyear;
 - c. Input the requested details on the online entry form, including name and email address, and an answer to the question “How do you celebrate the New Year with Essteele?” in 25 words or less, and submit the fully completed entry form during the Entry Period. It is the Entrant’s responsibility to ensure contact details are correct and up to date.
 - d. Proof of purchase will be required. Entrants must supply proof of purchase with their entry form and must be able to produce the purchase receipt upon request, in order to be able to claim the prize.
8. By entering the Promotion, Entrants agree to sign up to the Essteele database and receive promotional material such as news, latest offers, product and promotional material.
9. The Promotion is limited to one (1) entry per person, and multiple entries by individuals will not be accepted.
10. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant’s identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, or who tampers with the entry process. Errors and omissions may be accepted at the Promoter’s discretion.
11. 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.
12. Any costs incurred by the Entrant associated with entering the Promotion and claiming the prize including postage, accessing the Essteele website, telephone enquiries in relation to the offer are the sole responsibility of the Entrant.

13. Incomplete or indecipherable entries will be deemed invalid.
14. Entries via the website are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the Entrant.
15. Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.

PRIZE

16. There are EIGHT (8) prize packs to be won, valued at AUD \$599.95 RRP each, which each comprise of (each a "Prize"):

	RRP	SKU
Esstele 3-piece set	\$599.95	793030

17. The judging will take place at Meyer Cookware Australia, 1-19 Merrindale Drive, Croydon South 3136 on February 17th at 3:00pm AEDT. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
18. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question "How do you celebrate the New Year with Esstele?".
19. The best five (8) valid entries, as determined by the judges, will each win a Prize.
20. The Promoter's decision is final, and no correspondence will be entered into.
21. The retail value of each Prize is AUD \$599.95 (GST inclusive). The total prize pool value is \$4,799.60 The prize value is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
22. Prizes are not redeemable for cash or other forms of credit. The prizes must be taken as offered and cannot be varied unless authorised by the Promoter.
23. The winners will be notified by email within two (2) business days of the draw.
24. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Entrant.
25. The Promoter will not be liable for any costs incurred with accepting this Prize.

PRIZE AVAILABILITY

26. The Promoter is not obliged to provide a Prize to a winner if the winner is or will be prevented or prohibited from using or otherwise enjoying the Prize by any law.
27. The Promoter reserves the right to request the winner to provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
28. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

THE PROMOTER

Promoter is Meyer Cookware Australia Pty. Ltd. (ABN 28 073 818 069) 1-19 Merrindale Drive, Croydon South 3136 telephone 03 9761 5655. Personal information will be held in accordance with the Meyer Cookware Australia Privacy Policy.

29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
30. Your personal information will be used for your participation in this promotion and keeping you informed of our latest news and offers. Our Privacy Policy is available at www.esstele.com.au/privacy-policy, or by request to us. The Promoter will not disclose personal information to any entity outside of Australia.
31. The Privacy Policy contains information about how Entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints are dealt with. Entrants can advise the Promoter at any time if they no longer wish to participate in any research and marketing activities conducted by the Promoter. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with the promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which

provide research and marketing services to the Promoter.

32. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States 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.
33. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of property); 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 or Prize claim 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;
 - d. Any variation in the offer value to that stated in these Terms and Conditions;
 - e. Any tax liability incurred by a winner or entrant; or
 - f. Use of a Prize.

PUBLICITY MATERIALS

34. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for this promotion or any matter incidental to the Promotion.
35. All entry details and content created at any stage during the promotion becomes the property of the Promoter. The Promoter may use the name of the entrants and prize winners, copy written for entry for promotional, public and commercial purposes without compensation.
36. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are the winner being communicated to the public on the websites and by other variety of media for an unlimited period without remuneration for the purpose of promoting this promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter.
37. At the Promoter's reasonable request, entrants must participate in photo, recording, video and/or film session(s) ("**Publicity Materials**"). The Promoter may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of entrants in a Promotion in any media for any reason (including for advertising or promotional activities connected to a Competition and to advertise that a winner has won a prize), and entrants consent to:
 - a. Being filmed, photographed, broadcast or otherwise recorded, in connection with the Promotion (including in taking or using any prize); and
 - b. The Promoter repeating any such film, broadcast or recording at any time, in any medium worldwide (including, without limitation, the internet) and in any reasonable manner it sees fit without any further compensation or fee.
38. Entrants must not, in any media, discuss, comment on or express a view about the Promoter or the Promotion without the prior written consent of the Promoter, in which case entrants must:
 - a. Comply with the Promoter's instructions; and
 - b. Not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Promotion.
39. Entrants also acknowledge that the Publicity Materials may be provided to the prize provider for the purposes of promotional display.
40. The winner agrees they will not (and will ensure that their companions, if applicable, do not) sell or otherwise provide their stories and/or photographs to any media or other organisation.