

ESSTEELE “WIN A MASTERCLASS WITH SILVIA COLLOCA FOR YOU AND 3 FRIENDS”

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.
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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

HOW TO ENTER

5. The Promotion commences on 01/10/2023 and concludes at 11:59pm AEDT on 31/10/2023 (“**Promotional Period**”). Entries submitted outside these dates will be deemed outside the Promotional Period and declared as void.
6. A participating retailer is any store (including online) in Australia that displays advertising material for this Promotion (“**Participating Retailer**”).
7. To enter and be eligible for the draw, Entrants must complete the following steps during the Promotional Period:
 - 7.1. Purchase any Essteele branded cookware product (excluding accessories, spare parts, and cleaner) from Participating Retailers in store or online.
 - 7.2. Visit <https://www.essteele.com.au/masterclass>; and
 - 7.3. Input the requested details on the online entry form, including name, email address, and phone number, before pressing “submit”. It is the Entrant’s responsibility to ensure contact details are correct and up to date.
 - 7.4. Proof of purchase is required. Entrants must supply proof of purchase with their entry form and must be able to produce a copy of the purchase receipt upon request, in order to be able to claim the prize.
8. This is a game of chance and skill plays no part in determining winners.
9. 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.
10. The Promotion is limited to one (1) entry per person, and multiple entries by individuals will not be accepted.
11. 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.

12. 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.
13. Any costs incurred by the Entrant associated with entering the Promotion and claiming the prize, including accessing the Esstele website, are the sole responsibility of the Entrant.
14. Incomplete or indecipherable entries will be deemed invalid.
15. 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.
16. 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

17. There is one (1) cooking masterclass for four (4) people to be won. Winners consist of 1 competition winner with 3 nominated guests chosen by the winner.
18. Masterclass is to be held in Sydney, NSW but maybe held at any location around Australia at the discretion of the Promoter.
19. If the winner and/or guests are based upside NSW, flights will be provided for the winner and 3 guests to be able to attend the masterclass, which consists of:
 - 19.1. Return economy class airfares (including all airline and airport taxes) for a maximum of four (4) people from the winner's and/or guests nearest Australian capital city to Sydney, NSW to attend the Masterclass with Silvia Colloca;
 - 19.2. 1 nights' 3 or 4-star accommodation in Sydney, if the winners are flying in from WA only
 - 19.3. Transport from Sydney airport to the masterclass venue and from the venue to Sydney airport.
20. The prize draw will be conducted at 10:00am AEDT on 5/11/2023 at Meyer Cookware Australia, 1-19 Merrindale Drive, Croydon South, 3136. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn.
21. The Promoter's decision is final and no correspondence will be entered into.
22. The Promoter accepts no responsibility for any variation in prize value.
23. This prize is not redeemable for cash or other forms of credit. The prize must be taken as offered by 8/12/2022 and cannot be varied unless authorised by the Promoter.
24. The winner will be notified by telephone and email. The winner's name published at the Promoter's Facebook and Instagram page by 8/11/2023.
25. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Entrant.
26. The Promoter will not be liable for any costs incurred with accepting this prize.
27. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the promotion, or suspend, substitute, or modify a prize, subject to any written direction from a relevant regulatory authority. In the event that travel is restricted in certain States/Territories due to any COVID-19 related public health orders, the Promoter will liaise with the winner in this regard to discuss any alternative arrangements, subject to these Terms and Conditions.

PRIZE AVAILABILITY

28. 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.
29. 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. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

30. If the prize (or part of the 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.
31. At the Promoter's discretion, other participants may be present at the masterclass event who may be guests of the Promoter including but not limited to the Promoter's employees and retailer partners.
32. If the winner or winner's guests reside in Sydney, NSW, flights are not included in the prize and no cash will be awarded in lieu of the flights.
33. All travel is always subject to availability and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner.
34. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable.
35. The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Vaccinations, travel documentation, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to the airport at departure point and any other transportation (including transport to the prize event).
36. The winner and their companions must have valid travel insurance for their period of travel.
37. The winner and their companions must depart and return to the same departure point and travel together.
38. The winner may be required to present their credit card at time of accommodation check in.

UNCLAIMED PRIZES

39. Following the prize draw, the winner will be notified using the contact details provided by the Entrant. The winning Entrant has one (1) week from the time and date of the notification being sent to respond, provide proof of eligibility and claim the Prize. If the Prize is not claimed by the winner within this time frame, the prize will be redrawn, and the winner will forgo all claims to the prize.
40. The redraw for the unclaimed prize will be conducted at 10:00am AEDT on 15/12/2022 at Meyer Cookware Australia Pty Ltd, 1-19 Merrindale Drive, Croydon South, 3136.
41. The redraw winner will be notified by telephone and email and the winner's name published at the Promoter's Facebook and Instagram pages from 17/12/2022.
42. If the prize remains unclaimed from the redraw date, the prize will be forfeited subject to State regulations.

THE PROMOTER

43. Promoter is Meyer Cookware Australia Pty. Ltd. (ABN 28 073 818 069) 1-19 Merrindale Drive, Croydon South VIC 3136, telephone 03 9761 5655 ("**Promoter**"). Personal information will be held in accordance with the Meyer Cookware Australia Privacy Policy.
44. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
45. 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.essteele.com.au/privacy-policy, or by request to us. The Promoter will not disclose personal information to any entity outside of Australia.
46. 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.

47. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) 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:
- 47.1. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - 47.2. Any theft, unauthorised access or third party interference;
 - 47.3. Any claim or offer 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; or
 - 47.4. Any variation in the offer value to that stated in these Terms and Conditions.

PUBLICITY MATERIALS

48. 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.
49. 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.
50. 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.
51. 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:
- 51.1. Being filmed, photographed, broadcast or otherwise recorded, in connection with the Promotion (including in taking or using any prize); and
 - 51.2. 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.
52. 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:
- 52.1. Comply with the Promoter's instructions; and
 - 52.2. Not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Promotion.
53. Entrants also acknowledge that the Publicity Materials may be provided to the prize provider for the purposes of promotional display.
54. 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.