

Tefal Pure Pop x Delsey Luggage Giveaway Promotion 2023

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion 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.
4. Promotion commences on 24/08/2023 and ends at 11:59pm AEDT on 25/09/2023 ("Promotional Period").
5. To enter, individuals must, during the Promotional Period, fill the form here: https://share.hsforms.com/1aws0l4VrTgWF_7e1ZJjong3rx74
6. Only forms that are correctly submitted and contain a valid email address will be considered for the draw
7. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries are not permitted.
10. 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.
11. The draw will take place at the Promoter's office on 26/09/2023. Winners will be notified on the same day, to the email address provided in their submission.
12. This is a game of skill; the winner will be chosen based on your response entry.
13. The winner's draw is final, and no correspondence will be entered into.
14. Four (4) winners will win a Pure Pop Garment Steamer valued at \$149.95 each, and it's matching Delsey Luggage valued at \$425.00 each. Winners will be directly contacted by a Tefal staff member to the email address used for entry.
15. If for any reason a winner does not take/redeem a prize by 31/12/2023, then the prize will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. The total prize pool is \$2299.80.

18. By submitting any content to GROUPE SEB as part of the CRR Service ("Content") you accept, and agree to abide by, all of the terms and conditions set out herein and represent and warrant that:
- you are the sole author and owner of the intellectual property rights contained therein;
 - all "moral rights" that you may have in such content have been voluntarily waived by you and you do not require that any personally identifying information be used in connection with the Content that you submit, or any derivative works of or upgrades or updates thereto;
 - all Content that you post is relevant and accurate (where it states facts) and genuinely held (where it states opinion);
 - you understand you are participating in a public forum and that your Content will be available to others;
 - use of the Content you supply does not violate these Terms of Use and will not cause any damage, loss or injury to anyone. You further represent and warrant that you shall not submit any Content:
 - that is known by you to be false, inaccurate or misleading;
 - that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
 - that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - that is, or may reasonably be considered to be, obscene, defamatory, libelous, hateful, racially or religiously biased, offensive, unlawfully threatening or unlawfully harassing to anyone;
19. • for which you were compensated or granted any consideration by any third party;
- that is likely to harass, upset, embarrass, alarm or annoy any other person-;
 - that impersonates any person, or misrepresents your identity or affiliation with any person-;
 - that includes any information that references other websites, addresses, email addresses, contact information, phone numbers or other personally identifiable information in respect of any individual; or
 - that contains any computer viruses, worms or other potentially damaging computer programs or files.
20. GROUPE SEB will not accept Content from you unless you are a registered user of our website.
21. 19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and Photographs ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;

- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is their original work or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
22. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
23. 20. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
24. 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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 any products manufactured, distributed and/or supplied by the Promoter.
25. 22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
26. 23. 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.
27. 24. Except for any liability that cannot by law be excluded, 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 opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 prize 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.

28. 25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.tefal.com.au/privacy>. The Privacy Policy also 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 will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
29. 26. The Promoter is Groupe SEB Australia & New Zealand (ABN 40 081 605 889) of Suite 4, Level 3, 2-4 Lyonpark Road, Macquarie Park NSW 2113.