

# BREVILLE CHRISTMAS FAST TRACK BARISTA PACK PROMOTION 2024 TERMS AND CONDITIONS

The following information forms part of the terms and conditions of this offer ("Terms and Conditions"). Participation in this **Christmas Fast Track Barista Pack Gift With Purchase 2024 Promotion** ("Promotion") is deemed an acceptance of these Promotional Terms which supplement the full Fast Track Barista Pack Terms and Conditions. Claims must comply with these Terms and Conditions to be valid. Claimant must comply with the eligibility and claim requirements set forth herein in order for the claim to be valid.

1. The promoter is Breville Pty Limited ABN 98 000 092 928 of 2/170-180 Bourke Road, Alexandria, NSW 2015 ("Promoter" or "Breville"). The Promotion commences at 9am AEDT on Friday, 1 November 2024 and closes at 11:59pm AEDT on Tuesday, 31 December 2024 ("Promotional Period"). The Promotional Period may be extended in the sole discretion of the Promoter. Notwithstanding the foregoing, Claimant must submit the Online Claim by Friday, 31 January 2025.

#### **Definitions**

- 2. For the purposes of these Terms and Conditions:
- a. "Purchase" means either making full payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement which finances the purchase of a Participating Product during the Promotional Period.
- b. "Proof of Purchase" means generally a value-added tax ("VAT") invoice or receipt clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - I. the Participating Product that was Purchased;
  - II. the price paid for the Participating Product;
  - III. from where the Participating Product was Purchased, including either Promoter or a Retailer; and
  - IV. the date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.

## **Participating Products**

3. "Participating Products" (hereinafter, each a "Participating Product", collectively, "Participating Products") consists of the following Breville Products and are separated into 3 Gift Packs:



Model name	Model number	Bonus Gift
the Oracle® Touch – Stainless Steel	BES990BSS	
the Oracle® Touch – Black Truffle	BES990BTR	
the Oracle® Touch – Black Stainless Steel	BES990BST	
the Oracle® Touch – Sea Salt	BES990SST	
the Oracle® Touch – Noir	BES990NRE	Gift 1 Pack
the Oracle® Jet – Stainless Steel	BES985BSS	
the Oracle® Jet – Black Truffle	BES985BTR	
the Oracle® Jet – Sea Salt	BES985SST	
the Oracle® Jet – Damson Blue	BES985DBL	
the Oracle® – Stainless Steel	BES980BSS	
the Oracle® – Black Truffle	BES980BTR	
the Oracle® – Black Sesame	BES980BKS	
the Dual Boiler™ - Stainless Steel	BES920BSS	
the Barista Touch Impress™ – Stainless Steel	BES881BSS	
the Barista Touch Impress™ – Sea Salt	BES881SST	Gift 2 Pack
the Barista Touch Impress™ – Black Truffle	BES881BTR	GIIL Z FACK
the Barista Pro™ - Stainless Steel	BES878BSS	
the Barista Pro™ - Black Stainless Steel	BES878BST	
the Barista Pro™ - Black Truffle	BES878BTR	
the Barista Pro™ - Sea Salt Brass	BES878SSB	
the Barista Pro™ - Sea Salt	BES878SST	
the Barista Pro™ - Olive Tapenade	BES878OLT	
the Barista Express Impress™ – Stainless Steel	BES876BSS	
the Barista Express Impress™ – Sea Salt	BES876SST	
the Barista Express Impress™ – Black Truffle	BES876BTR	
the Barista Touch™ – Stainless Steel	BES880BSS	
the Barista Touch™ – Black Truffle	BES880BTR	
the Barista Touch™ – Sea Salt	BES880SST	
the Barista Touch™ – Black Stainless Steel	BES880BST	C:() 2.5 -
the Barista Express® – Stainless Steel	BES870BSS	Gift 3 Pack
the Barista Express® – Black Truffle	BES870BTR	



the Barista Express® – Black Sesame	BES870BKS	
the Barista Express® – Salted Liquorice	BES870SLQ	
the Barista Express® with Thermal Milk Jug – Stainless Steel	BES875BSS	
the Barista Express® with Thermal Milk Jug – Black Sesame	BES875BKS	
the Infuser™	BES840BSS	
the Duo-Temp™ Pro	BES810BSS	
the Bambino® Plus – Stainless Steel	BES500BSS	
the Bambino® Plus – Sea Salt	BES500SST	
the Bambino® Plus – Black Truffle	BES500BTR	
the Bambino® Plus – Olive Tapenade	BES500OLT	
the Bambino® Plus – Damson Blue	BES500DBL	
the Bambino® – Stainless Steel	BES450BSS	
the Bambino® – Black Truffle	BES450BTR	
the Bambino® – Sea Salt	BES450SST	
the Bambino® – Damson Blue	BES450DBL	
the Breville Precision Brewer® Thermal	BDC450BSS	

# **Participating Stores**

- 4. "Participating Retail Store" means any one of the Australian retail stores trading under the following trading names that is authorised by Breville to sell Participating Products and has been invited by the Promoter to participate in the Promotion:
  - Breville.com.au
  - Amazon
  - Appliances Online
  - Betta Electrical
  - Betta Home Living
  - Billy Guyatt
  - Bing Lee
  - Bi-Rite
  - Big W
  - Catch
  - Cookshop Plus
  - Costco
  - David Jones
  - Domayne
  - E&S Trading



- Harris Scarfe
- Harvey Norman
- 2nds World (Harvey Norman)
- Home Cook & BBQ
- House
- JB Hi-Fi
- Joyce Mayne
- Kitchen Queen
- Leading Appliances
- My House
- Myer
- Peters of Kensington
- Qantas Store
- Retravision WA
- Robins Kitchen
- Stan Cash
- The Good Guys
- Williams Sonoma
- Winning Appliances

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the retailer that it is a Participating Retail Store.

#### Gifts

- 5. To register to receive your gift, go to <a href="https://www.breville.com/en-au/program/partner/fast-track-barista-pack">https://www.breville.com/en-au/program/partner/fast-track-barista-pack</a> and register your purchase via the 'get started' link. When your registration is approved, you will receive a confirmation email containing a link to the 'skills' component of the gift (on-demand tutorials) and one of the following physical Gift Packs, depending on the Promotional Product purchased. The Gift Packs are provided as is and will be delivered to claimants directly by a third party. The Gift Packs are subject to any delivery or processing delays.
- a. **Gift Pack 1**: For Purchases of Participating Products for Gift 1 Claimants will receive the following:
  - x6 Free 250g Bags of Coffee Beans from beanz.com by Breville (direct from roaster)
  - ii. x1 Breville the Shake & Take<sup>TM</sup> (BEA050) (direct from Promoter)
  - b. **Gift Pack 2**: For Purchases of Participating Products for Gift 2 Claimants will receive the following:
    - i. x4 Free 250g Bags of Coffee Beans from beanz.com by Breville (direct from roaster)



- c. **Gift Pack 3**: For Purchases of Participating Products for Gift 3 Claimants will receive the following:
  - i. x2 Free 250g Bags of Coffee Beans from beanz.com by Breville (direct from roaster)

## Eligibility

- 6. To be eligible to claim a Gift, each "Claimant" must:
  - a. be currently living in and have a valid postal address in Australia.
  - b. be aged 18 years old or over;
  - c. Purchase the Participating Product for personal use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - d. make a Purchase and retain the original Proof of Purchase with respect to that Purchase.

## Submitting Claims and Redeeming Gift

- 7. To submit a Claim, Claimant must:
  - a. Visit <a href="https://www.breville.com/en-au/program/partner/fast-track-barista-pack">https://www.breville.com/en-au/program/partner/fast-track-barista-pack</a> and register your purchase via the 'get started' link.
  - b. Claims must be submitted by Friday, 31 January 2025 in order to redeem the Gift.

### Delivery

- 8. After Claimant registers their Product, Promoter will endeavour to arrange the first delivery within 28 days of the notification email.
- 9. There will be no delivery fee for Gift Pack deliveries. Gift Pack deliveries will only be made within Australia. Any change of delivery address must be done prior to order being shipped. If a delivery has already been dispatched before notification of any change of delivery address, Claimant may not receive the delivery and Breville will not be responsible or liable for the delivery.
- 10. If any portion of the Gift becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift of equal or greater value at the Promoter's sole discretion. Claimant will not be entitled to any additional compensation in the event that a gift has been substituted at equal or greater value.

#### **Invalid Claims**

- 11. In the event that Promoter determines in its sole discretion that a Claimant's Claim is invalid, that Claimant will be notified of the reason for this determination via the email address provided ("Invalid Claim Notification Email"). The Claimant will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide a valid Proof of Purchase, as applicable, by responding as set forth in the Invalid Claim Notification Email.
- 12. The Promoter may invalidate a claim if a Claimant fails to provide a valid Proof of Purchase by the 14th calendar day after the Invalid Claim Notification Email is sent, and the Claimant will not be eligible to receive the Gift.



- 13. The Promoter may, at any time, verify the validity of any claim and any Claimant (including a Claimant's identity, age and place of residence) and Proof of Purchase, and disqualify any Claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and non-negotiable. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Breville reserves the right to request and inspect original purchase receipts, to check all claims for compliance with these Terms and Conditions and to request any missing Proofs of Purchase.
- 14. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimant is responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that the Promoter is notified of any updated details. The Promoter accepts no responsibility if a Claimant fails to notify the Promoter of correct details or of a change to those details pursuant to the requirements herein. Claims or submissions containing false, misleading or fraudulent information will not be processed. Breville is entitled to exclude Claimants from the Promotion who do not fulfill the conditions of participation, violate the conditions of participation, provide incorrect personal details or use dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such Claimant from receiving the Gift or if it has already been supplied demand its return.

## Privacy

15. Claims remain the property of the Promoter. Breville and its agents collect 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, offer suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. Breville and its agents may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Breville's privacy policy. Claimants should direct any request to access, update or correct information to Breville's Privacy Officer. For further details see: https://breville.com.au/pages/privacy-policy.

#### General

- 16. Limit of one (1) Gift Pack applies per participating item purchased. Gifts are not redeemable for cash.
- 17. This promotion is only available while supplies last.



- 18. Promotion may not be transferred, re-sold or combined with other offers, promotions or discounts and is subject to change or discontinuation without notice at any time. Offers do not apply to past orders, bulk orders, back-ordered items or out-of-stock items.
- 19. Any costs associated with this Promotion and making a claim is each Claimant's responsibility. All taxes which may be payable as a consequence of receiving a Gift are the sole responsibility of the Claimant. All other ancillary costs including but not limited to insurance, taxes and any and all other expenses are the responsibility of the Claimant.
- 20. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for any interruption of service that may interfere with a Claimant's ability to participate in this Promotion.
- 21. Breville reserves the right to modify the Terms and Conditions of this Promotion during the Promotion and to adapt them to the changed circumstances. Breville reserves the right, without prior notice, to interrupt or terminate this Promotion at any time (including prematurely) or to extend it, without taking into account your interests or the interests of any Claimant. This applies in particular in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Promotion cannot be guaranteed for technical and/or legal reasons.
- 22. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees, representatives, and agents) excludes and disclaims all liability 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);
  - acts or omissions (including negligent acts or omissions) of the Promoter's officers, employees, representatives, or agents involved in the conduct of this Promotion;
  - c. any theft, unauthorised access or third-party interference;
  - any original Purchase documentation 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; and
  - e. any tax or other financial liability incurred by a Claimant.
- 23. By registering the Participating Product, and by claiming the Gift, the Claimant agrees to these Terms and Conditions and further acknowledges that Claimant has read and accepted the Terms and Conditions of this Promotion.
- 24. If any provision of these Terms and Conditions of Service should be deemed invalid in whole or in part, this does not affect the validity of the remaining provisions. An



ineffective provision shall be replaced by a provision which is legally permissible and which comes closest to the provision deemed invalid, in terms of content. The same applies to possible regulatory gaps.

25. The law of Australia shall apply.

26. Consumer promotion support is available at:

Email: askus@breville.com.au

Phone: 1300 139 798.