

“FOODSAVER VS3198 \$50 CASHBACK” PROMOTION

FULL TERMS AND CONDITIONS

HOW TO ENTER:

- (a) To be eligible to enter, subject to the Terms and Conditions stipulated herein, entrants must purchase a FoodSaver® Controlled Multi Seal VS3198 Vacuum Sealer (“**Eligible FoodSaver® Product**”) from a Participating Australian Retailer (“**Participating Retailer**”) nationally and submit a valid entry form during the Promotional Period being November 1, 2024 to 11.59pm AEDST on January 15, 2025 (“**Promotional Period**”). Entry forms must be received online between November 1, 2024 and 11.59pm AEDST on January 26, 2025.
- (b) To enter, entrants must take each of the following steps. All items must be completed in order for an entry to be valid:
 - (i) Purchase a FoodSaver® Controlled Multi Seal VS3198 Vacuum Sealer product from a Participating Retailer during the Promotional Period; and then
 - (ii) Fully complete and submit the online entry form at www.foodsaver.com.au/cashback50 in full
 - (iii) Submit the completed entry form online during the Promotional Period.

TERMS AND CONDITIONS:

- 1. Promoter:** The Promoter is Newell Australia Pty Ltd (ABN 68 075 071 233) of Level 1 Suite 1, 13 Lord Street, Botany NSW 2019. Telephone 1300 881 861.
- 2. Terms:** Information on how to enter this promotion in connection with the purchase of an Eligible FoodSaver® Product and the prizes form part of these Terms and Conditions. Participation/entry into this promotion is deemed acceptance of these Terms and Conditions.
- 3. Promotional Period:** The Promotional Period is from November 1, 2024 to 11.59pm AEDST on January 15, 2025. An Eligible FoodSaver® Product must be purchased within the Promotional Period to entitle the entrants to an entry. Entry forms must be received online during the Promotional Period.
- 4. Eligible FoodSaver® Product:**
 - (i) The offer only applies to the Eligible FoodSaver® Product described under "How to Enter" above.
 - (ii) Eligible FoodSaver® Product include all those described under “How to Enter” above.
 - (iii) An Eligible FoodSaver® Product must be purchased at a Participating Retailer in Australia. The Promoter does not guarantee that each retailer will stock the Eligible FoodSaver® Products during the Promotional Period. We suggest you contact the retailers to ensure the products you wish to buy are available.
- 5. Participating Retailer:** A participating retailer is any retailer in nationally that stocks Eligible FoodSaver® Products during the Promotional Period. Purchases made through www.foodsavertv.com.au are ineligible for the offer.
- 6. Eligibility and entry conditions:**

- (i) Entry is open only to residents of Australia.
- (ii) Employees (and their immediate families) of the Promoter, Participating Retailers and its agencies associated with this promotion are ineligible to enter. Immediate family includes 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.
- (iii) Entrants under 18 years old must have parental/guardian's written approval to enter and further, the parent/guardian of the entrants must carefully read and show prior consent to the Terms and Conditions stipulated herein. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- (iv) Incomplete or indecipherable entries will be deemed invalid.
- (v) Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per transaction regardless of the number of Eligible FoodSaver® Products purchased in that transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry is permitted per person per day.
- (vi) Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- (vii) 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 entrant 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 can solely 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.

7. Prize:

- (i) **Prize includes:** Each of the first 500 valid entries during the promotional period will each win a digital pre-paid Mastercard® Gift Card to the value of \$50 each.
- (ii) The digital pre-paid Mastercard® Gift Card is subject to the following Terms and Conditions:
 - The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. T&Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
 - Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>

- Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.
- (iii) The Promoter's decision in relation to all aspects of this promotion is final and binding - no correspondence will be entered into.
- (iv) Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- (v) In the event that the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the prize with a prize of equal or greater value, subject to any written directions from the various lottery authorities.
- (vi) Entrants must ensure that all personal details provided are correct. The Promoter will not be responsible for the disconnected telephone number, email rejecting or any damages or costs attributable to failure of identifying a winner.
- (vii) If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian, on the winner's behalf.

8. General:

- (i) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including, without limitation to, 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.
- (ii) The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant regulatory authorities) modify the promotion.
- (iii) 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- (iv) Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- (v) 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, as well as any other implied warranties under the ASIC Act 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.

- (vi) 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.

9. Personal Information: 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 (including suppliers of the eftpos® gift card). Entry is conditional on providing this PI and each entrants consents to the collection and use of their PI by the Promoter and such third parties for the purposes set out in this Terms and Conditions. The Promoter will also use, and handle PI as set out in its Privacy Policy (https://privacy.newellbrands.com/index_en.html). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter and relevant third parties may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details). These Terms and Conditions are deemed to incorporate the Promoter's Privacy Policy and by claiming under this promotion, each entrants accepts the terms and conditions of the Promoter's Privacy Policy.

10. Changes to these Terms and Conditions: The Promotor may amend these Terms and Conditions at any time.

11. Australia Law: The promotion and these Terms and Conditions are governed by the laws of the state of New South Wales, Australia.