## **Origins Espresso Terms and Conditions**

- 1. Promoter: The Promoter is Newell Australia Pty Ltd (ABN 68 075 071 233) of Suite 1, Level 1, Lord Street, Botany NSW 2019, telephone 1300 881 861.
- 2. Terms: Information on how to claim and redeem a "Bonus Gift" forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
- 3. Purchase Period: Promotion commences on 1 April 2025 and ends for purchases at close of business on 31 May 2025 or once a total of one thousand seven hundred and twenty (1,720) valid claims have been received, whichever is first to occur.
- 4. An Eligible Product must be purchased within the Purchase Period to entitle the entrants to entry.
- 5. Entry Period: Final claims must be received by 11.59pm AEST on 1 June 2025 or whilst stock lasts.
- 6. Eligible Product:
  - i) The offer only applies to the Eligible Products.
  - ii) Eligible Product(s) are Sunbeam Origins Slimline Espresso Machine (model no.

EMM4500BK), Sunbeam Origins Classic Espresso Machine (model no.

EMM5500BK), Sunbeam Origins Sense Espresso Machine (model no.

EMM6500GR), Sunbeam Origins Espresso Machine (model no. EMM7300SS)

- iii) An Eligible Product must be purchased at a participating retailer in Australia.
- The Promoter does not guarantee that each retailer will stock the Eligible Products during the Purchase Period. We suggest you contact the retailers to ensure the products you wish to buy are available
- 7. Eligibility and Entry Conditions:
  - i) Claims are only open to Australian residents aged 18 years or over.
  - ii) Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. 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.
  - iii) Multiple claims permitted, subject to the following: (a) only one (1) claim

permitted per Qualifying Transaction; and (b) each claim must be submitted separately and in accordance with claim requirements. Claimants will be eligible to receive multiple 'Bonus Gifts', however only one (1) "Bonus Gift" will be awarded per Qualifying Purchase.

- iv) Claimants must retain either their original OR 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 Purchase Period but prior to entry. v) Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. To claim, individuals must
  - (a) scan the QR code on promotional advertising material or visit <a href="https://www.sunbeam.com.au/OriginsGWP">https://www.sunbeam.com.au/OriginsGWP</a>
  - (b) follow the prompts to the online claim form
  - (c) input the requested details including copy of receipt and which Eligible Product was purchased in the Qualifying Transaction
  - (d) submit the fully completed claim form during the Entry Period.
- vi) 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. Prize:

i) Claimants 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 the winner. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant. ii) Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a "Bonus Gift". Purchase receipt(s) must clearly specify the store of purchase, that the purchase

was made during the Promotional Period but prior to claim, and the total dollar value of Sunbeam products purchased.

- iii) Every valid claim received will be awarded a "Bonus Gift" whilst stocks last. The "Bonus Gift" consists of the following:
  - (a) For purchases of the Origins Slimline Espresso Machine (model no. EMM4500BK), the first four hundred and thirty (430) valid claims will each receive one (1) Premium Tamp valued at \$50.
  - (b) For purchases of any of the following: Origins Classic Espresso Machine (model no. EMM5500BK), Sunbeam Origins Sense Espresso Machine (model no. EMM6500GR), Sunbeam Origins Espresso Machine (model no. EMM7300SS), the first one thousand two hundred and ninety (1,290) valid claims will each receive one (1) Ceramic Mug, one (1) Premium Tamp and Sunbeam Cleaning Tablets, together valued at \$100.
- iv) By making a claim, Claimants agree and consent to being contacted by the suppliers of the Bonus Gift for marketing purposes (see also paragraph 10 of these Terms and Conditions for how the Promoter collects and uses Personal Information).
- v) The claimant will be sent a "Bonus Gift" to the address supplied on the completed form. It is sole the responsibility of the claimant to provide their full and accurate name, contact details and postal address. The Promoter is not responsible for any costs incurred by the claimant due to incorrect information provided by the claimant. The Promoter is not responsible for any costs incurred by the claimant due to incorrect information provided by the claimant.
- vi) The Promoter does not take any responsibility in any delayed or failed instance that is dependent on a third party (eg. Australia Post) to deliver the "Bonus Gift" to the recipient.
- vii) The "Bonus Gift" is subject to availability and is only available while stocks last.
- viii) The Promoter accepts no responsibility for any variation in the value of a Prize, or for any tax liabilities that may arise from winning the Prize.
- ix) Prize values are the recommended retail value (RRP) and are correct at time of publishing. The Promoter accepts no responsibility for any variation in prize value. Prizes are not exchangeable or transferable and cannot be redeemed for cash, unless otherwise specified. All other costs associated with the Prize are the responsibility of the Winner.

- x) Allow up to twelve (12) weeks for delivery of the "Bonus Gift" once validation of claim has occurred. Delivery of the prize will be to one address only. No redirection of the prize will be accepted. The entrant is responsible for providing full and accurate details and the Promoter will not be responsible for any costs associated in locating the prize. The Promoter and its associated agencies, and companies associated with this competition will take no responsibility for prizes damaged or lost in transit. Once prizes have left the Promoter's premises, the Promoter will not be responsible for any delay in delivery, or failure of safe delivery of prizes.
- xi) The "Bonus Gift" does not include any other costs incurred including delivery.
- xii) The Promoter's decision is final and no correspondence will be entered into.

## 9. General:

- i) 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.
- ii) Each Claimant consents to the Promoter and any other third party to whom the Promoter is permitted to their share personal information, using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purposes of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or such third party.
- iii) 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 lottery authority) modify the promotion.
- iv) 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- v) Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of

- any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- vi) 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. vii) 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 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 claim or gift 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 tax liability
- 10. 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 "Bonus Gift"). Entry is conditional on providing this PI and each Claimant consents to the collection and use of their PI by the Promoter and such third parties for the purposes set out in this paragraph 10. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://privacy.newellbrands.com/index en.html">https://privacy.newellbrands.com/index en.html</a>. 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

incurred by a claimant; or (e) use/redemption of a gift.

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 Claimant accepts the terms and conditions of the Promoter's Privacy Policy.

- 11. Changes to these Terms and Conditions: The Promotor may amend these Terms and Conditions at any time.
- 12. Australia Law: The promotion and these Terms and Conditions are governed by Australia law.