

## **Kenwood HM680 Chefette Hand Mixer Launch Competition ("Promotion") Terms and Conditions**

1. Information on how to enter forms part of these Terms and Conditions ("Terms"). Entry into the Promotion is deemed acceptance of these Terms. 2. Offer is only open to Australian residents ("Entrant"). Employees (and their immediate families) of the Promoter, participating retailers and their employees, 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 first cousin. 3. The competition consists of a Major Prize Draw only.

**2. MAJOR PRIZE OFFER:** a. to be eligible to enter, Entrants must be 18 years or older and must complete the competition form in the KClub members section of the Kenwood Australia website ([www.kenwood-australia.com](http://www.kenwood-australia.com)), telling us in 25 words or less "what sweet Easter dish you would create with the Kenwood Chefette hand mixer." b. There is a total of one (1) Major Prize to be won. Each Major Prize constitutes one (1) Kenwood HM680 Chefette Hand Mixer a. The total RRP value of the prize pool is \$149 (including GST). b. There will be one (1) Prize winner chosen by a judging panel based on the originality and creativity of the entries. The judging will take place on May 23, 2014 (12 noon). The Prize winner will be notified by e-mail and/or telephone according to the details provided on the entry form. Chance plays no part in determining the Prize winner. c. In the event that any Prize winner is not contactable within two (2) business days of notification, another winner will be selected from all other eligible entries for the relevant Prize. In addition, any re-draw Prize winner will be contacted via phone and e-mail supplied at time of entry. d. HM680 Chefette Hand Mixer will be posted to one nominated (1) Australian address only. The Entrant must ensure that all details provided for the delivery of the products are correct. No re-direction of the prize will be accepted. Allow up to 8 weeks for processing and delivery from the closing date of the promotion. 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 if details provided were inaccurate. 5. The commencement and conclusion dates for this Promotion are displayed on the associated website. Promotion commences on April 17, 2014 (12:00pm) and concludes May 17, 2014 (11:59pm) ("Promotional Period"). All times indicated are AEST. Entries made outside these dates will be deemed outside the Promotional Period and declared as void. 6. The Promoter's decision is final and no correspondence will be entered into. 7. The Prize winner shall accept the prize 'as is' and acknowledges that the Promoter is not responsible for any variation in the value of the Prize. All values are in Australian Dollars. The Recommended Retail Price (RRP) includes GST and is suggested only, no obligation to comply. 8. This offer is not transferable or exchangeable and cannot be taken as cash. 9. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. The Promoter accepts no responsibility for any entries not received by the Promoter or delays in the delivery of the entries that may interfere with the Entrant's ability to participate in the Promotion due to technical disruptions, network congestion or for any other reason. 10. Any costs incurred by the Entrant associated with this offer including accessing the Kenwood website, telephone inquiries in relation to the offer are the sole responsibility of the Entrant. 11. Entries must be complete, decipherable and legible. 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 or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. 12. Nothing in these Terms limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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 their 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 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); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to interference; (d) any way out of the Promotion, any entry 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; (e) any variation in gift value to that stated in these Terms; (f) any tax liability incurred by an Entrant or (g) use of this offer. 13. By entering, unless otherwise advised by the Entrant, the Entrant consents to the information they submit with their entry being entered into the Promoter's database and this information may be used in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. All personal details of the Entrant will be stored and becomes the property of the Promoter, and is subject to Kenwood's Privacy Policy, see <http://www.kenwood-australia.com/legal/privacy.asp>. A request to access, update or correct any information can be made by contacting the Promoter on 1800 126 659. 14. By signing up to the Kenwood mailing list, Entrants opt-in to receive further communications from the Promoter. The Entrant's details, which include name, email address, postcode, gender, date of birth and mobile phone number will be entered into the Kenwood K'Club database and the Promoter may use those details to send future marketing materials to the entrant. Information collected pursuant to the Promotion from Entrants is subject to the Privacy Policy of the Promoter, as outlined above. 15. The Promoter is De'Longhi Australia Pty Ltd (ABN 49 104 012 857) of Nexus Industry Park, Building 3A, 43 Lyn Parade, Prestons NSW 2170.