

Terms and Conditions - PROMOTION DATES: 1st November - 31st December 2024 inclusive

DE'LONGHI NEW ZEALAND XMAS PROMOTION 2024 - FULLY AUTOMATIC

1. These Terms and Conditions (Terms) apply to this Promotion and, by entering this Promotion, you represent that you are eligible to enter and agree to be bound by these Terms.

Promotional period

2. The promoter is De'Longhi Australia Pty Ltd (NZBN 9429050677184) of 99 Khyber Pass Road, Grafton, Auckland 1023, New Zealand (Promoter).

3. The Promotion will be open from 12:00am New Zealand Standard Time 01/11/2024 and will close on 11:59pm New Zealand Standard Time on 31/12/2024 (Promotion Period).

4. Eligible Claimants must make a valid Bonus Offer Claim by 11.59pm New Zealand Daylight Time 14/01/2025 (Bonus Offer Cut-off Date) in order to receive a Bonus Offer.

Eligibility to enter

5. Entry is open to New Zealand residents aged 18 years and over who purchase a Participating Product from a Participating Retailer during the Promotion Period (Eligible Claimant).

6. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including Participating Retailers and suppliers of the Bonus Offer), and their immediate families, are not eligible 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.

Method of entry

7. All Eligible Claimants who purchase a Participating Product in-store or online from a Participating Retailer during the Promotion Period may make a Bonus Offer Claim by the Bonus Offer Cut-off Date for the Bonus Offer that corresponds to the Participating Product purchased.

8. The Participating Retailers are the following retailers that are based in New Zealand:

Harvey Norman

Ballantynes

Noel Leemings

Appliance Plus

Briscoes

David Jones

Farmers

PB Tech

Heathcotes

Leader and Watt

JB HI FI

Purchases of Participating Products made through any other retailer (including www.delonghi.co.nz or TVSN) are not eligible for a Bonus Offer. The Promoter is not responsible for any person or third party store which misrepresents itself as a Participating Retailer or incorrectly claims that a Bonus Offer is available in respect of a product where no such Bonus Offer is available. Any purchase from a person incorrectly or fraudulently claiming to be a Participating Retailer or offering the Bonus Offer will not qualify a person to be eligible to apply for a Bonus Offer.

9. Subject to clause 10, the Participating Products and corresponding Bonus Offers are as follows:

Corresponding Bonus Offer:	Participating Product:
Essentials Gift Pack valued at NZD\$92.97 RRP	ECAM12.112.B Magnifica S
• Two (2) x 500g Signature Coffee Beans valued at NZD\$59.98 RRP (for both coffee beans)	ECAM220.21.BG
• One (1) x 500mL EcoDecalk Descaling Solution valued at NZD\$32.99 RRP	ECAM220.31.SB
	ECAM220.63.B Magnifica Start
	ECAM290.31.SB
	ECAM290.62.B
	ECAM290.83.TB Magnifica Evo
	ECAM350.55.SB
	ECAM350.75.S Dinamica
	ECAM370.95.T Dinamica Plus
Explore Gift Pack valued at NZD\$149.96 RRP	EXAM440.55.B
• Two (2) x 750g Signature Coffee Beans valued at NZD\$79.98 RRP (for both coffee beans)	EXAM440.55.W
• Two (2) x 270mL Cappuccino Glasses valued at NZD\$29.99 RRP (for both glasses)	EXAM440.55.G Rivelia
• Two (2) x 400mL Iced Coffee Glasses valued at NZD\$39.99 RRP (for both glasses)	ECAM450.86.T Eletta Explore with Cold Brew
Indulge Gift Pack valued at NZD\$254.89 RRP	ECAM610.75.MB PrimaDonna Soul
• Two (2) x 750g Signature Coffee Beans valued at NZD\$79.98 RRP (for both coffee beans)	EPAM906.75.GLM Maestosa
• Two (2) x 90mL Espresso Glasses valued at NZD\$19.99 RRP (for both glasses)	
• Two (2) x 270mL Cappuccino Glasses valued at NZD\$29.99 RRP (for both glasses)	
• Two (2) x 330mL Latte Glasses valued at NZD\$39.99 RRP (for both glasses)	
• One (1) x Cocoa Shaker valued at NZD\$14.99 RRP	
• One (1) x Vacuum Canister valued at NZD\$69.95 RRP (colour may vary from image)	

10. The following are not Participating Products for the purposes of this Promotion:

- a) any Participating Product that has not been paid for in full by the Eligible Claimant within the Promotion Period;
- b) any Participating Product that is already on promotion, discounted, or otherwise forms part of a special offer from the Participating Retailer (including staff discounts for staff of Participating Retailers);
- c) any Participating Product that is second-hand, a clearance line or trade seconds product, or a refurbished product; and
- d) any Participating Product that has been purchased via a commercial sale, as part of a corporate order, or as part of an insurance claim.

11. In order to receive a Bonus Offer, an Eligible Claimant must make a bonus offer claim (Bonus Offer Claim) by:

- a) going to www.delonghi.com/en-nz/promotions (the Promotional Website);
- b) completing an entry form for the Promotion; and
- c) submitting the entry form for the Promotion, including providing a copy of the receipt of the Eligible Claimant's purchase of the Participating Product that clearly shows the date the Participating Product was purchased and the retailer that the Participating Product was purchased from.

12. Eligible Claimants must retain their original Participating Retailer purchase receipt or electronic receipt as proof of purchase. Failure to produce the proof of purchase when requested by the Promoter may, in the discretion of the Promoter (acting reasonably), result in invalidation of the Eligible Claimant's Bonus Offer Claim and forfeiture of any right to the Bonus Offer.

13. An Eligible Claimant may only make one (1) Bonus Offer Claim in respect of each Participating Product purchased from a Participating Retailer during the Promotion Period. If an Eligible Claimant purchases multiple Participating Products and wishes to make a Bonus Offer Claim for each of those purchases, then each Bonus Offer Claim must be submitted separately and in accordance with these Terms.

14. Bonus Offer Claims will be deemed to have been made at the time of their receipt by the Promoter and not at the time they are submitted.

15. Eligible Claimants may only make a Bonus Offer Claim in their own name and using their own personal details.

16. A person must not make a Bonus Offer Claim to which another Eligible Claimant is entitled, whether on their behalf or otherwise. If there is a dispute as to the identity of an Eligible Claimant, the Eligible Claimant will be deemed to be the person in whose name the purchase tax invoice was issued (if applicable).

17. If the Participating Product is returned or refunded, the Eligible Claimant must immediately return any Bonus Offer. Any costs incurred by the Eligible Claimant associated with returning the redeemed Bonus Offer are the sole responsibility of the Eligible Claimant.

When is a Bonus Offer Claim invalid?

18. Any Bonus Offer Claim that fails to comply with these Terms will be invalid.

19. Bonus Offer Claims that are incomplete, incorrect or incomprehensible, or if they are stolen, forged, damaged or tampered with in any way.

20. A Bonus Offer Claim made with the use of automatic software or similar devices (for example, if automatic software is used to enter details into the Promotional Website) will be invalid.

21. The Promoter may decline any invalid Bonus Offer Claim, although it reserves the right (in its discretion, acting reasonably) to contact (or attempt to contact) the individual who made the invalid Bonus Offer Claim to attempt to resolve any issues with their invalid Bonus Offer Claim that are capable of resolution. If, following contact with the relevant individual, such issues are resolved by that individual to the satisfaction of the Promoter, the Promoter may accept the updated Bonus Offer Claim as a valid Bonus Offer Claim.

22. The Promoter's decision on the validity of a Bonus Offer Claim is final and no correspondence will be entered into.

What happens once a Bonus Offer Claim is made?

23. Once the Promoter has determined that the Bonus Offer Claim is valid, the Promoter will (at its cost) dispatch the Bonus Offer to the address provided by the Eligible Claimant (which must be a New Zealand address) within 12 weeks from the date that the Promoter determine the Bonus Offer Claim to be valid.

24. If the Bonus Offer, or a component of the Bonus Offer, is unavailable or out of stock, the Promoter, in its discretion (acting reasonably), may substitute the Bonus Offer, or component of the Bonus Offer, with a gift of equal or greater value and/or specification.

25. Each Bonus Offer is not transferable or exchangeable and cannot be redeemed for cash.

26. All other costs incurred by the Eligible Claimant in relation to the Bonus Offer, such as accessing the internet or making telephone enquiries in relation to the Bonus Offer, are the responsibility of the Eligible Claimant.

27. The Promoter will make reasonable efforts to deliver the Bonus Offer(s) to Eligible Claimant(s). The Eligible Claimant shall accept the Bonus Offer as described in these Terms and acknowledges that the Promoter accepts no responsibility for any variation in the value of the Bonus Offer made pursuant to clause 24.

28. Any taxes which may be payable as a consequence of an Eligible Claimant receiving a Bonus Offer are the sole responsibility of the Eligible Claimant.

29. The Promoter reserves the right, at any time, to verify the validity of Bonus Offer Claims and Eligible Claimants (including an Eligible Claimant's identity, age, place of residence, address or account details (as applicable)). It is at the Promoter's discretion (acting reasonably) to determine the information considered suitable to verify the validity of Bonus Offer Claims and Eligible Claimants.

Privacy

30. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Reward suppliers and, as required, to New Zealand regulatory authorities. A Bonus Offer Claim is conditional on the provision of this personal information. By entering this Promotion, if the Eligible Claimant opts-in by ticking the opt-in box at the time of submitting their Bonus Offer Claim, Eligible Claimants consent to the Promoter using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Claimant. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the New Zealand Privacy Act 2020 and the Promoter's Privacy Policy, available at <http://www.delonghi.com/en-nz/legal/privacy-policy>. A request to opt-out of the Promoter's use of their personal information in the manner described above or to access, update or correct any personal information can be made by contacting the Promoter via the Contact Us link on our website <https://www.delonghi.com/en-nz/customer-support/contact-us>. All Bonus Offer Claims become the property of the Promoter. The Promoter may disclose personal information overseas and, where it does so, it will ensure that such disclosure is consistent with the requirements of the New Zealand Privacy Act 2020.

General terms and conditions

31. The Promoter reserves the right in its discretion (acting reasonably) to disqualify any individual who it has reason to believe has breached any of these Terms or engaged in any unlawful or other conduct calculated to jeopardise the fair and proper conduct of this Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

32. The Promoter takes the issue of fraud very seriously, and reserves the right to deem invalid, and report to the police and/or other appropriate authorities, any Bonus Offer Claims which it suspects to be