

## Terms and Conditions | PROMOTION DATES: 1st April - 11th May, 2025 inclusive

De'Longhi New Zealand Mother's Day Promotion 2025 – Terms & Conditions

1. These Terms and Conditions (Terms) apply to the De'Longhi New Zealand Mother's Day 2025 Promotion (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 Daylight Time on 1 April 2025 and will close at 11:59pm New Zealand Standard Time on 11 May 2025 (Promotion Period).

4. Eligible Claimants must make a valid Bonus Offer Claim by 11.59pm New Zealand Standard Time on 25 May 2025 (Bonus Offer Cut-off Date) in order to receive a Bonus Offer.

Eligibility to enter

5. Entry is open to individuals who are New Zealand residents aged 18 years and over who purchase a Participating Product from a Participating Retailer during the Promotion Period (Eligible Claimant), other than the individuals referred to in clause 6.

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 (see clause 11 for details about how to make a Bonus Offer Claim). All Eligible Claimants who make a valid Bonus Offer Claim by the Bonus Offer Cut-off Date will receive the Bonus Offer in accordance with these Terms.

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

Harvey Norman  
Noel Leemings  
Briscoes  
Farmers  
Heathcotes  
JB HI FI  
100% Group  
Ballantynes  
Appliance Plus  
David Jones  
PB Tech  
Leader and Watt

Purchases of Participating Products made through any other retailer (including [www.delonghi.co.nz](http://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. No individual will be able to make a Bonus

Offer Claim for a purchase from a person incorrectly or fraudulently claiming to be a Participating Retailer or offering the Bonus Offer.

9. Subject to clause 10, the Participating Products and corresponding Bonus Offer are:

Corresponding <b>Bonus Offer:</b>	<b>Participating Products:</b>	
	Model Number	Product Name
<b>Perfetto Gift Pack comprising the following items:</b> <ul style="list-style-type: none"> <li>● One (1) x 750g De'Longhi Signature Coffee Beans</li> <li>● Two (2) x 270mL Cappuccino Glasses</li> <li>● One (1) x Vacuum Canister</li> </ul>	ECAM12122B	<del>Magnifica S</del>
	ECAM22031SB ECAM22063B	<del>Magnifica Start</del>
	ECAM29062B ECAM29083TB	<del>Magnifica Evo</del>
	ECAM35075S ECAM37095T	<del>Dinamica</del>
	EXAM44055B/W/G	<del>Rivelia</del>
	ECAM45055G ECAM45086T	<del>Eletta Explore</del>
	ECAM61075MB	<del>PrimaDonna Soul</del>
	EPAM96075GLM	<del>Maestosa</del>
	EC9155MB	<del>La Specialista Arte</del>
	EC9255M/WI	<del>La Specialista Arte Evo</del>
	EC9355M/BM	<del>La Specialista Prestigio</del>
	EC9455BK/M	<del>La Specialista Touch</del>
	EC9555BK/M	<del>La Specialista Opera</del>
	EC9665M/BM EC9865M/BM EC9885M	<del>La Specialista Maestro</del>

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/promo](http://www.delonghi.com/en-nz/promo) (the Promotional Website);

b) registering their Participating Product, 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; and

c) completing and submitting the claim form, including providing the requested personal information, the address they would like the Bonus Offer sent to, and their Participating Product purchase details.

12. Eligible Claimants must retain their original purchase receipt or electronic receipt from the Participating Retailer as proof of purchase. Failure to produce this receipt 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. An individual 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 individual 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 have been stolen, forged, damaged or tampered with in any way, will be invalid.

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. Within five business days from the date that the Eligible Claimant makes a Bonus Offer Claim, the Promoter will determine whether the Bonus Offer Claim is valid and either:

a) send an email to the email address provided by the Eligible Claimant notifying them that the Bonus Offer Claim is valid and the Promoter will arrange for the Bonus Offer to be dispatched to the Eligible Claimant (see clause 24); or

b) send an email to the email address provided by the Eligible Claimant notifying them that the Bonus Offer Claim is not valid and that no Bonus Offer will be dispatched to the Eligible Claimant.

24. Within 12 weeks from the date that the Promoter sends the notification email referred to in clause 23(a), 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).

25. 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 a component of the Bonus Offer, with another bonus of equal or greater value.

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

27. 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.

28. The Promoter will make reasonable efforts to dispatch 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 25.

29. 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.

30. 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

31. 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. 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.

32. 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.

#### General terms and conditions

33. 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.

34. 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 fraudulent or otherwise unlawful.

35. If this Promotion 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, infection by computer virus, bugs, tampering, unauthorised intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its discretion (acting reasonably), to the fullest extent permitted by law, to modify, suspend, terminate or cancel the Promotion, as appropriate.

36. The Promoter may change these Terms from time to time, by posting the revised Terms (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By making a Bonus Offer Claim or entering details into the Promotional Website, individuals are deemed to have accepted the version of these Terms that applies at that time.

37. The Promoter accepts no responsibility for lost, stolen, late, damaged or misdirected Bonus Offer Claims.

38. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion (including injury or damage to any person's computer in relation to this Promotion and problems with the transmission of Bonus Offer Claims or other electronic correspondence with the Promoter in relation to this Promotion), acts in violation of these Terms, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.

39. Nothing in these Terms limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded (including the Non-Excludable Guarantees) or that arises from the negligence or wilful misconduct of the Promoter, the Promoter (including its respective officers, employees and agents) excludes all liability for any personal injury, loss, or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising directly or indirectly in any way out of or in connection with this Promotion including, but not limited to, where arising out of the following:

- a) any technical difficulties or product malfunction;
- b) any theft, unauthorised access or third party interference; and
- c) any Bonus Offer Claim that is late, lost, altered, damaged or misdirected due to interference;
- d) any tax liability incurred by an Eligible Claimant; or
- e) use of the Bonus Offer.

40. To contact the Promoter in relation to this Promotion please fill out the contact form on [www.delonghi.com/en-nz/contact-us](http://www.delonghi.com/en-nz/contact-us) or telephone 0508 200 300 for all enquiries.

41. These Terms are governed by the laws of New Zealand.

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