



BREVILLE MONTHLY PRODUCT REVIEWS SWEEPSTAKES FULL TERMS AND CONDITIONS

Breville Pty Limited

The Breville Monthly Product Reviews Sweepstakes (the "**Sweepstakes**")

TERMS AND CONDITIONS

1. Instructions on how to claim form part of these terms and conditions ("**Terms and Conditions**"). Claims must comply with these Terms and Conditions to be valid.
2. THERE IS NO COST NECESSARY TO ENTER THE SWEEPSTAKES TO WIN.
3. The sponsor is BREVILLE PTY LIMITED (ABN 98 000 092 928) of 170-180 Bourke Road, Alexandria, NSW 2015 ("**Sponsor**" or "**Breville**").
4. The Sweepstakes will offer recurring monthly drawings and be held in four cycles beginning on the first day of each month from June, 2021, and ending on the last day of each month until September, 2021 (the "**Sweepstakes Period**"). The Sweepstakes Period will be held in the following cycles ("**Sweepstakes Period Cycles**"):
 - a. First Cycle: The Sweepstakes commences at 12:01am Australian Eastern Standard Time ("**AEST**") on Tuesday 1/06/2021 and ends at 11:59pm (AEST) on Wednesday 30/06/2021.
 - b. Second Cycle: The Sweepstakes commences at 12:01am (AEST) on Thursday 1/07/2021 and ends at 11:59pm (AEST) on Saturday 31/07/2021.
 - c. Third Cycle: The Sweepstakes commences at 12:01am (AEST) on Sunday 1/08/2021 and ends at 11:59pm (AEST) on Tuesday 31/08/2021.
 - d. Fourth Cycle: The Sweepstakes commences at 12:01am (AEST) on Wednesday 1/09/2021 and ends at 11:59pm (AEST) on Thursday 30/09/2021.
5. The Sweepstakes is open only to the following individuals ("**Entrant(s)**"):
 - a. Australian residents currently living in Australia with an Australian residential and postal address;
 - b. those who have registered their Breville product;
 - c. those who have reviewed their Breville product purchase;
 - d. those aged eighteen (18) years of age or older as of the date of entry;
 - e. those who are not an employee of the Sponsor, or an Immediate Family Member (meaning 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, stepbrother, step-sister, or first cousin) of such a person.



6. There is no cost to the Entrant to register the Entrant's name other than any cost paid by the Entrant to access the website via an internet service provider. Sweepstakes is void outside of Australia, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of Sponsor or any of its corporate affiliates, and each of its respective parents, subsidiaries, affiliates and related bodies corporate and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, are not eligible to participate.

7. Entrance into the Sweepstakes:

DRAW: Eligible individuals who complete their registered product review associated with the Sweepstakes will be entered. The review must be completed in its entirety by filling out all fields of the review form. Upon completing the review, the Entrant must complete the entry form in its entirety, to include the following: (1) Review Title, (2) Review, (3) First Name, (3) Email, (4) answered the question, "Would you recommend this product to a friend?", (5) acknowledgment of the Privacy Policy, and (6) agree to the Terms & Conditions. The entry form must be completed in order to be eligible to win. Once the product review and entry form are completed, Entrants can then click "Post Review" to finalize the review and receive one (1) entry into the Sweepstakes. The entry must be completed by 11:59pm AEST on the last day of the Sweepstakes Period Cycle.

- a. There is a limit of one entry per product review. Any attempt by an Entrant to obtain more than one entry by using multiple/different identities, and/or any other methods, will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner.
 - b. Sponsor shall not be responsible for any entry that is late, incomplete, invalid, unintelligible, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed surveys/entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.
8. On or about the 8th day of the month following each Sweepstakes Period Cycle, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these rules



("Official Rules") and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes. To be eligible to receive a prize, all Entrants must have an address on file with the Sponsor or have provided an address when prompted at the time of entry or on Notification. If an Entrant has an incomplete address, the Entrant may be disqualified, and an alternate prize winner selected in a random drawing.

9. PRIZES: One prize will be awarded per month for the Sweepstakes Period, consisting of

MONTH	SKU	NAME	VALUE (RRP)
June, 2021	BOV860	the Smart Oven™ Air Fryer	\$549.00
July, 2021	BMO840	the Smooth Wave™	\$449.95
August, 2021	BGR710	the Sear & Press™ Grill	\$349.00
September, 2021	BJB815	the 3X Bluicer™ Pro	\$699.00

10. The potential Prize winner will be notified by the Sponsor on or about the 15th day of the month following each Sweepstakes Period Cycle (the "**Notification**"). Prizes will be delivered to winners within 7 – 10 business days of the Notification, subject to any processing or delivery delays. Winner will be notified of any delay.
11. The Winner(s) list will be posted on Breville Australia's Facebook profile ([@BrevilleAustralia](#)), with the only details shared being those available on their public review.
12. Limit of one (1) prize per person/household. Eligibility to receive the prize is non-transferable and non-assignable and no substitutions or cash redemptions are permitted. Sponsor will not replace any lost or stolen prizes.
13. If any prize or any element of a prize becomes unavailable for reasons beyond the Sponsor's control, the Sponsor may substitute a prize or element of a prize of equal or greater value at the Sponsor's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value. No more than the stated number of prizes set forth in these Official Rules will be awarded.
14. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Sponsor (including its 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 Sweepstakes, including, but not limited to, where arising out of the following:

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- a. any technical difficulties or equipment malfunction (whether or not under the Sponsor's control);
 - b. acts or omissions (including negligent acts or omissions) of the Sponsor or the Sponsor's servants or agents involved in the conduct of this Sweepstakes;
 - c. any theft, unauthorised access, or third party interference;
 - d. any tax or other financial liability incurred by an Entrant.
15. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Campaign and Consumer Act 2010 (Cth) ("**CCA**") or any other legislation that may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Sponsor's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Sponsor's election), to the extent it is able to do so:
- a. In the case of supply of goods, the Sponsor doing any one or more of the following:
 - i. replacing the goods or supplying equivalent goods;
 - ii. repairing the goods;
 - iii. paying the cost of replacing the goods or of acquiring equivalent goods; and/or
 - iv. paying the cost of having the goods repaired; or
 - b. in the case of supply of services, Sponsor doing either or both of the following:
 - i. supplying the services again; and/or
 - ii. paying the cost of having the services supplied again.
16. After receiving Notification, if the potential prize winner fails to respond to Sponsor within five (5) calendar days, his/her/their entry will be disqualified, and another potential prize winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate prize winner will be selected from all remaining eligible entries. Prize winners will be shipped their prize within approximately two weeks from receipt of acknowledgement of winning from Entrant along with relevant details as to where to ship the prize. No compensation will be provided for any prizes that are not able to be awarded to a prize winner.
17. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release the Sponsor from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these

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Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) such materials are obtained where prohibited, or (d) such materials contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes.

18. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information for purposes of administering the Sweepstakes and awarding prizes. Sponsor and its agents collect personal information in order to conduct the Sweepstakes and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to regulatory authorities. Sponsor and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an entrant. Entrants acknowledge that the information they provide will be collected by or on behalf of Sponsor and may be disclosed to other group companies and to third parties that help Sponsor deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law.
19. These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.
20. This Sweepstakes shall not be published without the written permission of the Sponsor. Any term, provision, or condition of these Official Rules or of the Sweepstakes that is prohibited by law shall be void.

The Sponsor may be reached at the following address:



BREVILLE PTY LIMITED (ABN 98 000 092 928) of 170-180 Bourke Road, Alexandria, NSW 2015

Consumer support is available at:

Phone: 1300 139 798

Email: askus@breville.com.au