

ANOLON 'CELEBRATE STAINLESS STEEL' PROMOTION

TERMS AND CONDITIONS

GENERAL

1. Instructions on how to enter, prizes and other details contained within the promotional advertisements form part of these Terms and Conditions claim and the reward form part of these Terms and Conditions. Participation in the promotion is deemed acceptance of these Terms and Conditions.
2. Offer is only open to Australian residents aged 18 and above ("Entrant"). Employees of the Promoter or related companies, the Promoter's agencies associated with the promotion, and their immediate families, are ineligible to enter.
3. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, not followed the rules as set out by the Promoter, and agreed to, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
4. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

HOW TO ENTER

5. The Promotion commences at 09:00am on August 12, 2019 and concludes at 11:59pm (AEDST) on September 22, 2019 ("Promotional Period"). Entries submitted outside these dates will be deemed outside the Promotional Period and declared as void
6. To be eligible for the draw, Entrants must:
 - 6.1. Purchase any Anolon Endurance Stainless Steel or Anolon Endurance+ Nonstick branded cookware products to the value of \$250 in one transaction, after any discounts, from participating retailers during the Promotional period.
 - 6.2. Visit www.anolon.com.au/celebrate-stainless and tell us in 25 words or less: How does Anolon help you to awaken your inner chef?
 - 6.3. Entrants will be required to enter their name and email address, the store of purchase, and press "submit".
 - 6.4. Proof of purchase will be required. Entrants must be able to supply proof of purchase if drawn as the winner, in order to be able to claim the prize.
7. This is a game of skill and chance plays no part in determining winners.
8. The winner will be judged based on originality and creative merit
9. By entering the Promotion, Entrants agree to sign up to the Anolon database and receive promotional material such as news, latest offers, product and promotional material
10. Entry to this promotion is only available Online.
 - 10.1. Individuals who are residents of Australia and 18 years or above must visit www.anolon.com.au and follow the link to the promotion or go directly to www.anolon.com.au/celebrate-stainless to enter.
 - 10.2. Individuals must input the requested details on the online entry form. It is the entrant's responsibility to ensure contact details are correct and up to date.
 - 10.3. Individuals must fully complete the online entry form so that it is received by midnight (Eastern Standard Time) on 11:59pm on October 6, 2019.
11. The offer is limited to one Entry per person, and multiple entries by individuals will not be accepted.
12. The Promoter reserves the right, at any time, to verify the validity of claims and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits a claim that is not in accordance with these Terms and Conditions, or who tampers with the claim process. Errors and omissions may be accepted at the Promoter's discretion.
13. Any costs incurred by the Entrant associated with claiming this offer including postage, accessing the Anolon website, telephone enquiries in relation to the offer are the sole responsibility of the Entrant.
14. Incomplete or indecipherable claims will be deemed invalid.

15. Entries via the Website are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
16. Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.

PRIZE

17. There is one (1) Major Prize for the promotion, which comprises of:
 - \$2,000 worth of David Jones gift cards
 - Winner will receive two (2) gift cards with a face value of \$1,000 each
18. All valid entries will be judged by a panel of judges selected by the Promoter on October 8, 2019 at Meyer Cookware Australia, 1-19 Merrindale Drive, Croydon South, 3136
19. The retail value of the major prize is AUD\$2,000 (GST inclusive). The price value is correct at the time of printing. The promoter accepts no responsibility for any variation in prize value.
20. This prize is not redeemable for cash or other forms of credit. The prize must be taken as offered and cannot be varied unless authorised by the Promoter.
21. Gift Card(s) expires 36 months from the date of issue
22. The Winner will be notified by email by October 8, 2019 and the Provisional Winner's name published at www.anolon.com.au by October 11, 2019.
23. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Entrant.
24. The Promoter will not be liable for any costs incurred with accepting this prize.

PRIZE AVAILABILITY

25. The Promoter is not obliged to provide a prize to a Winner if the Winner is or will be prevented or prohibited from using or otherwise enjoying the prize by any law.
26. The Promoter reserves the right to request winners to provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
27. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
28. No portion of the prize is redeemable for cash. The prize is non refundable or transferable.

UNCLAIMED PRIZES

29. Following the Prize draw, the winner will be notified using the contact details provided by the Entrant. The winning Entrant has three (3) months from the time and date of the notification being sent to respond, provide proof of eligibility and claim the Prize. If the Prize is not claimed by the winning Entrant within this time frame, the Prize will be redrawn and any previous winners will forgo all claims to the Prize.
30. The redraw for the unclaimed major Prize will be conducted at 3pm on January 8, 2020 at Meyer Cookware Australia, 1-19 Merrindale Drive, Croydon South, 3136
31. The redraw winner will be notified by email by January 8, 2020 and the Winner's name published on www.anolon.com.au
32. Prizes unclaimed after a period of three (3) months from the redraw date will be forfeited subject to State regulations.

THE PROMOTER

33. Promoter is Meyer Cookware Australia Pty. Ltd. (ABN 28 073 818 069) 1-19 Merrindale Drive, Croydon South 3136. Personal information will be held in accordance with the Meyer Cookware Australia Privacy Policy.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

35. Your personal information will be used for your participation in this promotion and keeping you informed of our latest news and offers. Our Privacy Policy is available at www.anolon.com.au/privacy-policy, or by request to us.
36. Entrants can advise the Promoter at any time if they no longer wish to participate in any research and marketing activities conducted by the Promoter. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with the promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.
37. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of property); 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:
 - 37.1. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - 37.2. Any theft, unauthorised access or third party interference;
 - 37.3. Any claim or offer 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; or
 - 37.4. Any variation in the offer value to that stated in these Terms and Conditions.

PUBLICITY MATERIALS

38. Participation in the offer. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.
39. All entry details and content created at any stage during the promotion becomes the property of the Promoter. The Promoter may use the name of the entrants and prize winners, copy written for entry for promotional, public and commercial purposes without compensation.
40. Entrants consent to their entry being communicated to the public on the websites and by other variety of media.
41. At the Promoter's reasonable request, entrants must participate in photo, recording, video and/or film session(s) (Publicity Materials). The Promoter may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of entrants in a Promotion in any media for any reason (including for advertising or promotional activities connected to a Competition and to advertise that a winner has won a prize), and entrants consent to and entrants consent to:
 - 41.1. Being filmed, photographed, broadcast or otherwise recorded, in connection with the Promotion (including in taking or using any prize); and
 - 41.2. The Promoter repeating any such film, broadcast or recording at any time, in any medium worldwide (including, without limitation, the internet) and in any reasonable manner it sees fit without any further compensation or fee.
42. Entrants must not, in any media, discuss, comment on or express a view about the Promoter or the Promotion without the prior written consent of the Promoter, in which case entrants must:
 - 42.1. Comply with the Promoter's instructions; and
 - 42.2. Not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Promotion.
43. Entrants also acknowledge that the Publicity Materials may be provided to the prize provider for the purposes of promotional display.
44. The winners agree they will not (and will ensure that their companions, if applicable do not) sell or otherwise provide their stories and/or photographs to any media or other organisation.