

## Smeg UK Limited's Promotions Standard Terms and Conditions

This document sets out the terms and conditions on which we offer promotions to our consumer customers (**Terms and Conditions**). Please read these Terms and Conditions carefully as they contain exclusions and limitations of our liability.

### 1. THE PROMOTER

The promoter is Smeg (UK) Limited of The Magna Building, Wyndyke Furlong, Abingdon, United Kingdom, OX14 1DZ (**Promoter**).

### 2. THE PROMOTION

2.1 The Promoter may from time-to-time, and at its discretion, introduce promotions for its goods that are governed by these Terms and Conditions. Promotions may include cashback offers on the purchase of particular goods, a free product offer on the purchase of particular goods, price promotions on the purchase of particular goods, free or discounted services and prize promotions. The specific terms of each type of promotion are set out in the schedules to these Terms and Conditions and these will apply to the promotion together with the terms set out here. If there is a conflict between the terms set out herein and in a schedule the terms in the schedule shall take precedence for the relevant promotion.

2.2 Nothing in these Terms and Conditions shall require the Promoter to run any promotions or make available any promotion to any particular customer. Both the running of promotions and the eligibility of retailers and customers to benefit from promotions shall be at the sole discretion of the Promoter.

2.3 The Promoter reserves the right to amend, suspend or withdraw a promotion at any time for any reason and to amend these Terms and Conditions at any time without notice, in each case at the sole discretion of the Promoter.

### 3. ELIGIBILITY

3.1 Any promotion the Promoter runs is only open to residents in the mainland UK, Northern Ireland and mainland Republic or Ireland (ROI) aged 18 years or over, except:

- (a) employees of the Promoter or its holding or subsidiary companies;
- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

3.2 Any promotion the Promoter runs is non-exchangeable and non-transferable. Unless otherwise explicitly agreed by the Promoter, a promotion cannot be combined with any other promotional offer and may only be used once per household.

- 3.3 Additional eligibility criteria may apply to specific promotions the Promoter runs, and such additional criteria will be stated on the relevant promotion schedule below or in a separate document.
- 3.4 You confirm that you are eligible to participate in the promotion. The Promoter may ask for proof of age, residence or eligibility. Delay or failure to provide the evidence to the Promoter's reasonable satisfaction may result in you not being eligible for the promotion.
- 3.5 The Promoter's decision as to whether you are eligible for a promotion is final and the Promoter is not obliged to provide any reasons for disqualification.

#### **4. LIMITATION OF LIABILITY**

- 4.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of partaking in the promotion except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

#### **5. DATA PROTECTION**

The Promoter will only process your personal information in accordance with the provisions of Promoter's privacy policy, available at [see [www.smeguk.com/disclaimer/](http://www.smeguk.com/disclaimer/)].

#### **6. ACCESSIBILITY**

If you have any difficulty accessing or participating in a promotion, please contact us at [customerpromotions@smeguk.com] and/or use the website accessibility tools available at [https://help.smeguk.com/]. If you would like these Terms and Conditions in another format (for example: audio, large print, braille), please contact us and we will endeavour to provide it.

#### **7. GENERAL**

- 7.1 If there is any reason to believe that there has been a breach of these Terms and Conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in a promotion.
- 7.2 The Promoter reserves the right to hold void, suspend, cancel, or amend a promotion where it becomes necessary to do so.
- 7.3 If you want to contact us about a promotion or have a complaint, you can reach us by:
- (a) email: [customerpromotions@smeguk.com]
- 7.4 These Terms and Conditions are governed by the laws of England and Wales, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

7.5 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK, or ROI in which you live.

## CASHBACK PROMOTION SCHEDULE

- 1.1 From time to time at the Promoter's discretion, the Promoter may offer cashback on the purchase of certain goods.
- 1.2 If a good is eligible for cashback, details of the promotion, the closing date for submissions for claims and any specific terms or exclusions which may apply will be displayed on the relevant product page of the retailer from which you purchase the goods or on our website [UK & NI - <https://www.smeguk.com/promotions/rangecooker-cashback-kitchenretailer.html>].
- 1.3 The cashback promotion is available for new goods only and does not apply to graded, used, ex-display, exchanged or contribution exchanged goods. Qualifying goods must be purchased on a single order.
- 1.4 You are deemed to have accepted and agreed to be bound by these Terms and Conditions by making a claim for cashback.
- 1.5 In order to be eligible for cashback you must make a purchase of a qualifying good in the timeframe displayed on the relevant product page of the retailer from which you purchase the goods or on our website [<https://www.smeguk.com>], as well as meeting our general eligibility criteria set out at clause 3 (Eligibility) in the front end of the Terms and Conditions.
- 1.6 In order to claim the cashback, you must register the following details at [UK & NI <https://www.smeguk.com/promotions>] within the time period displayed on the relevant product page of the retailer from which you purchase the goods, or on our website [<https://www.smeguk.com/>]:
  - (a) Your name;
  - (b) Your full address, email address and telephone number ;
  - (c) The full 20-digit serial number and model number of the goods purchased;
  - (d) Proof of purchase;
  - (e) The date of purchase;
  - (f) The retailer you purchased the goods from; and
  - (g) Your bank account details (full name associated with the bank account, sort code and account number) for the cashback to be paid. This must be a bank account in the United Kingdom.
- 1.7 Your claim for cashback will not be validated until 30 days after the date of purchase of the qualifying goods.
- 1.8 Late or incomplete submissions will not be accepted.
- 1.9 You are responsible for making sure the information submitted is correct and the Promoter does not accept any responsibility as a result of inaccuracies in your claim.

- 1.10 If for any reason a technical interruption, fault or site failure occurs when placing claim online, the Promoter does not take any responsibility for incomplete claims. The Promoter accepts no responsibility for any claims which are not completed within the timeframe required for any reason.
- 1.11 Cashback shall only be made into a UK bank account and the value of the cashback cannot be exchanged for goods or services.
- 1.12 The Promoter (or the relevant third party facilitator for the Promotion) endeavours to transfer the cashback amount to your specified bank account within 45 days from the date when the cashback claim has been approved. If there is a high number of registrations, delays may occur and the Promoter shall not be responsible for any such delays.
- 1.13 The cashback promotion may only be used once per qualifying good purchased, may only be claimed on a maximum of 2 goods per household, and may not be used in conjunction with any other offer or deal that may be available on the qualifying good, unless otherwise stated.
- 1.14 The cashback promotion is carried out and facilitated by SmegUK on behalf of the Promoter. Smeg UK's privacy policy can be found at <https://www.smeguk.com/privacy-policy>

