

OVEN THERMOMETER OFFER

RECEIVE A COMPLIMENTARY OVEN THERMOMETER WITH THE PURCHASE OF FULL GAS OVEN OR COOKER AT PARTICIPATING RETAILERS NATIONWIDE. WHILE STOCKS LAST ONLY. T'S & C'S APPLY
OVEN THERMOMETER PROMOTIONAL GIFT OFFER

Receive a complimentary OVEN THERMOMETER with purchase on select full gas Smeg appliances from purchase date 15 August 2020, WHILE STOCKS LAST ONLY. Terms & Conditions Apply.

1. Promotional gift set includes 1 x Oven Thermometer accessory
2. Offer available with purchase on qualifying SSA91GGX9 Smeg full gas cooker and SF6341GGX Smeg full gas oven models only.
3. Offer is included in-box with qualifying Smeg appliances at participating retailers nationwide, while stocks last only.
4. Promotional gift offer is only valid for purchases made in South Africa and is not transferable or exchangeable for cash.

TERMS AND CONDITIONS FOR OVEN THERMOMETER PROMOTIONAL GIFT OFFER

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1.1. "Product" means the promotional item/s included, which shall in no way be read, associated and/or deemed to be any other merchandise, appliance, item and/or offering, purveyed stocked, distributed, manufactured and/or supplied by SMEG;

1.1.2. "SMEG" means Smeg South Africa (Pty) Ltd (Registration Number: 1989/003698/07), a company duly incorporated in terms of the company laws of the Republic of South Africa situated at 2985 William Nicol Drive, Bryanston Drive, Bryanston;

1.1.3. "Terms and Conditions" means the terms and Conditions set out in this document;

1.1.4. "The Act" means the Consumer Protection Act, Act 68 of 2008, as amended from time to time;

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1.1.5. "User" means a person and/or entity that has in its possession, utilises and/or operates the Product as provided for herein;

1.2. In these Terms and Conditions, unless the context requires otherwise:

1.2.1. a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

1.2.2. any reference to a person includes, without being limited to, any individual, body corporate, unincorporated association or other entity recognised under any law as having a separate legal existence or personality;

1.2.3. any word or expression defined in and for the purposes of these Terms and Conditions shall if expressed in the singular include the plural and vice versa and a cognate word or expression shall have a corresponding meaning;

1.2.4. where a number is expressed as a number followed by a description of that number in words, in the event of a conflict between the numbers and the words, the words shall prevail;

1.2.5. references to a statutory provision include any subordinate legislation made from time to time under that provision and references to a statutory provision include that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to these Terms and Conditions or any transaction entered into in accordance with these Terms and Conditions;

1.2.6. references in these Terms and Conditions to Annexures, clauses, instructions and/or Schedules are to Annexures, clauses, instructions and/or Schedules forming part of these Terms and Conditions;

1.2.7. where any reference is made to any clause number, unless such is specifically stated as referring to a clause of these Terms and Conditions, such shall be read as referring to a clause of these Terms and Conditions;

1.2.8. any word or expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout these Terms and Conditions;

1.2.9. no rule of construction shall be applied to the disadvantage of a Party to these Terms and Conditions

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because that Party was responsible for or participated in the preparation of these Terms and Conditions or any part of it;

1.2.10. unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;

1.2.11. all the headings and sub-headings in these Terms and Conditions are for convenience only and are not to be taken into account for the purposes of interpreting it; and

1.2.12. in the event of any conflict between any of the provisions of these Terms and Conditions and any of the provisions of the Terms and Conditions, the former shall prevail.

1.3. The provisions to follow are to be read in conjunction with the Act where applicable.

2. THE PRODUCT

2.1. The Product includes a stove top whistling kettle manufactured from stainless steel and a griddle manufactured from cast iron. Both cooktop accessories have not been designed, manufactured and/or created by SMEG South Africa in anyway, and are merely distributed by SMEG as a promotional item.

2.2. The product is for promotional purposes only and does not carry a warranty.

3. DEFECTIVE PRODUCT

3.1. The User has a right to return the Product if it is in anyway unsafe and/or defective within 6 (six) months after receipt thereof.

3.2. SMEG will either repair or replace the failed, unsafe or defective Product, and strongly recommends against the use of any suspected defective and/ or unsafe Product, as well as firmly states that SMEG accepts no liability and/ or responsibility for harm caused and/or damages suffered to any person(s), resulting from the use of a defective and/ or unsafe Product.

4. USAGE

4.1. The Product is to be used for its intended purpose only.

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4.2. Use of the Product is solely at the discretion, liability, risk and responsibility of the User and/ or person(s) in control of the Product at any said time.

4.3. SMEG accepts no liability for inter alia:

4.3.1. Any loss and/or harm of any nature resulting from and/ or occurring during the use of the Product by any User and/ or person(s) in control of the Product at any said time;

4.3.2. Any damage of any nature resulting from and/ or occurring during the use of the Product by any User and/ or person(s) in control of the Product at any said time; and

4.3.3. Any injury and/ or death resulting from and/ or occurring during the use of the Product by any User and/ or person(s) in control of the Product at any said time.

4.4. The User acknowledges the risks and/ or responsibilities associated with the use of the Product and is to exercise the due care and caution required when using the Product.

5. OUR CUSTOMER SUPPORT DEPARTMENT CONTACT DETAILS

5.1. Should the User require any further information regarding the Product, its assembly, usage and/ or the terms above, the User is welcome to contact SMEG, as below:

Telephone number: 0860 102 984

Email address: service@smegsa.co.za

Office hours: Monday to Friday - 08:00 to 16:30 and on Saturday - 09:00 to 14:00 (Not open on Public holidays)

6. APPLICABLE LAW AND JURISDICTION

6.1. These Terms and Conditions will in all respects be governed by and construed under the laws of the Republic of South Africa.

6.2. Subject to the terms set out in these Terms and Conditions, the Parties and/or User hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, (Johannesburg) in any dispute arising from or in connection with these Terms and Conditions.

7. GENERAL

7.1. Whole Agreement

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7.1.1 These Terms and Conditions constitutes the whole of the agreement between the parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Terms and Conditions not incorporated in these Terms and Conditions shall be binding on any of the parties.

7.1.2 These Terms and Conditions supersede and replace any and all other Terms and Conditions and/or Agreement between the parties (and other persons, as may be applicable) and undertakings given to or on behalf of the parties (and other persons, as may be applicable) in relation to the subject matter hereof.

7.2. Variations to be in Writing

7.2.1. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of these Terms and Conditions will be of any force or effect unless in writing and signed by the parties.

7.3. No Indulgences

7.3.1. No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from these Terms and Conditions and no single or partial exercise of any right by any party under these Terms and Conditions, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from these parties or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

7.3.2. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.4. No Waiver or Suspension of Rights

No waiver, suspension or postponement by any party of any right arising out of or in connection with these Terms and Conditions shall be of any force or effect unless in writing and signed by such party. Any such waiver, suspension or postponement will be effective

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only in the specific instance and for the purpose given.

7.5. Provisions Severable

All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect. The parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

7.6. No Assignment

Neither these Terms and Conditions nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by a party without the prior written consent of the other party hereto, save as otherwise provided herein.

7.7. No Cession

Except as specifically contemplated in these Terms and Conditions, no party may cede any rights nor delegate any obligations in terms of these Terms and Conditions, without the prior written consent of all the other parties.

7.8. Successors

These Terms and Conditions shall be binding on the successors of the parties, including, without limitation, successors by name and successors-in-title (including but not limited to cessionaries, assignees, trustees, liquidators, business rescue practitioners, and informal business rescue/workout practitioner/manager).

7.9. Authority

The parties hereto confirm that all of the requisite steps that they are required to take for the purposes of this agreement have been duly taken by them, and that, insofar as they are artificial person, they have complied with all their constitutional incorporating and/or founding documents.

7.10. Exclusion of Electronic Signature

The reference in this clause to writing and/or signature shall, notwithstanding anything to the contrary in

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these Terms and Conditions, be read and construed as excluding any form of electronic signature.

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