

PHILIPS

Zoom! Whitening



**Get rewarded
for your smile!**

\$50
cash back

on Philips Zoom!
In-chair Whitening

Ask your dentist about Zoom! Professional Teeth Whitening
and get \$50 back on all in-chair treatments

TERMS AND CONDITIONS

1. These Terms and Conditions, together with the Philips Privacy Policy which is incorporated by reference into these Terms and Conditions (available at www.philips.com.au/privacypolicy) (together, the "Terms"), and the Claim Form ("Claim Form") contain the entire understanding and agreement between Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) (the "Promoter") and you, the individual identified on the Claim Form (the "Claimant"), in relation to the Philips Zoom Whitening \$50 In-Chair Cash Back Promotion ("Cash Back Promotion"). Information on how to make a claim and how to qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

PROMOTIONAL PERIOD

2. The Cash Back Promotion commences on 1st November 2023 to 31st December 2023 ("Promotional Period"). All Claim Forms must be submitted (online) by 5.00pm AEST 31st January 2024.

ELIGIBILITY AND PARTICIPATION

3. Cash Back Promotion is only open to individuals who are Australian residents, 18 years and above who submit a Claim during the Promotional Period ("Eligible Claimants"). Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
4. Employees and the immediate families of the Promoter, and Dental Practitioners associated with the Promoter or this Cash Back Promotion, are ineligible to participate in the Cash Back Promotion. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

CLAIMING PROCESS

5. To submit a claim under the Cash Back Promotion ("Claim"), the Claimant must:
 - i. Be an Eligible Claimant.
 - ii. Receive an Eligible Philips Treatment (as set out in clause 17) from any participating Australian Philips Zoom dental provider during the Promotional Period (a local provider can be found on <https://www.philips.com.au/c-m-pe/teeth-whitening/find-your-dentist>).
 - iii. Obtain and keep a copy of your receipt for the Eligible Philips Treatment from the dentist ("Zoom Receipt"), which clearly states:
 - a. The Product Code used and the Lot Number of the Zoom product used for the in-chair whitening treatment that the Claimant received at the practice;
 - b. That the treatment has been paid in full and is not pre-paid for with any payment plan.
 - c. This Invoice acts as Proof of Purchase and must be retained for online claiming process.
 - iv. After the treatment, visit www.philips.com.au/zoomcashback and complete all mandatory steps in the Claim Form, including specifying the store of purchase and submitting a copy of the Zoom Receipt.
 - v. The Claim Form will be received, reviewed and validated.
 - vi. The Claimant will receive a confirmation email that the Claim was received.
6. The above steps must be completed and the Claim Form including Zoom Receipt submitted by 5.00pm AEST 31st January 2024. Claim Form submissions received after this date will be deemed invalid and will not be processed.
7. Only 1 Claim in the Cash Back Promotion is permitted per Claimant.
8. The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

CLAIM FORM AND PROOF OF PURCHASE

9. Claim Forms are deemed to be received at the time of receipt by the Promoter and/or the Promoter's agent, as applicable. Records of the Promoter and/or its agent are final and conclusive as to time of receipt.
10. Claims received without the Product Code and Lot Number clearly indicate and received after 5.00pm AEST 31st January 2024 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Claims will also be deemed invalid.
11. The Promoter reserves the right to validate and check the authenticity of the Claim and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with Claim Form will be deemed void.
12. If the Promoter becomes aware, or has reason to suspect, that the Claimant is fraudulently using or misusing the Cash Back Promotion, the Promoter reserves the right, in its sole discretion, to refuse the Claim and disqualify the Claimant from the Cash Back Promotion and any future offers.
13. Claimant acknowledges and agrees that where the Eligible Philips Product is returned to a retailer following the Claimant's receipt of the Cash Back Amount, Claimant will be liable to repay any Cash Back Amount received in relation to that Eligible Philips Product to the Promoter.
14. Claimants must retain their original Claim Form to claim their Cash Back Promotion.
15. Failure to produce the Claim Form when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Promotion.
16. The Promoter's decisions are final and no correspondence will be entered into.

ELIGIBLE PRODUCTS AND PAYMENT PROCESS

17. The "Eligible Philips Treatments" are the following Philips Zoom in-chair treatment kits:
 - i. Product Code D15675/01 – Chairside In-office With Touch-up 6% HP
 - ii. Product Code D15657/01 – Chairside In-office With Touch-up 9.5% HP
 - iii. Product Code D15673/01 – Chairside In-office With Touch-up 14% HP
 - iv. Product Code D15569/01 – Chairside In-office With Touch-up 22% CP
 - v. Product Code D15570/01 – Chairside In-office No Touch-up
18. Take-home or touch-up between treatment whitening products are excluded.
19. Subject to Clause 7, for every valid Claim Form received the Claimant will receive a cash back amount of AUD\$50.00 ("Cash Back Amount").
20. Claimants who have provided a valid email address and valid Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer. SMS notification will be sent to Claimants who have provided a valid mobile phone number.
21. Payment of the Cash Back will be issued by EFT (Electronic Funds Transfer). Claimants must ensure that all personal details provided are correct. Claimants are responsible for providing full and accurate bank account details including their full and accurate name. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies. Allow approximately 3-4 weeks from the time the Promoter takes receipt of the Claimant's Claim Form for the EFT to be made out to Claimant.
22. The Cash Back Amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

LIABILITY

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities Investment Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia. Except for any liability that cannot be excluded by law, the Promoter and the Claimant excludes all liability for indirect, special or consequential, loss or damages (including loss of opportunity), arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third-party interference;
 - c. a Claim 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; and
 - d. any tax liability incurred by a Claimant.
24. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or Claim Form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Claimant's or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.
25. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Philips' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

GENERAL

26. The Promoter's collection, use and disclosure of Personal Information ("PI") is subject to Philips' Privacy Policy (available at www.philips.com.au/privacypolicy) and is incorporated into this agreement. The Promoter collects PI in order to conduct the Promotion, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. Receipt of the cash back is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips NV and/or its affiliate companies and this information may be used in any media, for future promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Claimant, without any further reference or payment or other compensation to the Claimant. All PI of the Claimant will be stored by Koninklijke Philips N.V. and/or its affiliate companies and is subject to Philips Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Philips Privacy Policy website. Each Claim Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.
27. The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Online Claims will be processed by Net Response (ABN 61 074 595 887) of PO Box 6422, Norwest BC, NSW 2153.
28. The Promoter may, at any time and in its sole discretion, vary these Terms and Conditions by publishing the varied terms and conditions on its website and any collateral attached to the Promotion. By submitting a Claim after the varied terms and conditions have been published, the Claimant is deemed to have accepted any such varied terms and conditions.
29. These Terms are governed by the laws of New South Wales. Claimants submit to the exclusive jurisdiction of the courts of New South Wales.
30. These Terms represent the entire agreement between Philips and any Claimant with respect to its subject matter and supersede any prior agreement, understanding or arrangement between Philips and any Claimant, whether verbal or in writing.