

Big W Sonicare Giveaway

Schedule

Promotion	Big W Sonicare Giveaway
Promoter	Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) 65 Epping Road, North Ryde, NSW 2113 02 9912 4490 cashback@philipspromotions.com.au www.philips.com.au
Promotional Period	Start Date: 9:00am AEST on 30 May 2024 End Date: 11:59pm AEST on 15 July 2024
Prize	<p><u>The major prize pack consists of:</u></p> <ul style="list-style-type: none"> a) One (1) Sonicare 1000 series electric toothbrush. b) One (1) Sonicare 2000 series electric toothbrush. c) One (1) year's worth of W2 Optimal toothbrush heads (four packs). d) One (1) only of the following items: <ul style="list-style-type: none"> i. Philips One Blade (model) ii. Philips hair dryer (model) iii. Philips Epilator (model) <p><u>The runner up prize pack consists of:</u></p> <ul style="list-style-type: none"> a) One (1) Sonicare 1000 series electric toothbrush. b) One (1) Sonicare 2000 series electric toothbrush.
Prize Delivery	The Prize will be delivered to the Winner's nominated postal address at the Promoter's cost.
Total Prize Pool	\$1,780.90
Relevant States	All Australian States and Territories
Entrants	Entry is open to residents of the Relevant States aged eighteen (18) years or over (Entrants). Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion.
Entry Procedure	To submit an entry, each Entrant must: (a) view the post made on Instagram; (b) comment on the post, responding to the entry question: <i>'Describe why taking care of your teeth is so important to you and your family'</i> .

Maximum Number of Entries	Limit of one entry per person
Draw Details	Draw Date: 20 July 2024 Draw Time: 9 am- SYDNEY Draw Location: DMC OFFICE Draw Method: Electronic number generator drawing a winner at random.
Notification of Winners	Winners will be notified via email & phone no later than 5 July 2024.
Redemption Date	31 July 2024
Unclaimed Prize Redraw	Redraw Date: [25 July 2024] Redraw Time: [9 am - SYDNEY] Redraw Location: DMC OFFICE Redraw Method: Electronic number generator drawing a winner at random.
Notification of Unclaimed Prize Redraw Winners	Unclaimed prize winners will be notified via email & phone no later than 5 business days from the Redraw Date.
Privacy Policy	www.philips.com.au/privacypolicy

Terms

1. The Schedule and these Terms govern the Entrant's participation in the Promotion. Participation in the Promotion is deemed acceptance of these Terms.
2. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period.
3. Entrants may enter the Promotion up to the Maximum Number of Entries.
4. The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
5. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms or any other content guidelines notified by the Promoter.
6. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant.
7. Online Claims will be processed by DMC Advertising Group (ABN 61 074 595 887) of PO Box 6422, NORWEST BC, NSW 2153.

Prize Draw

8. The draw to determine the winner (**Winner**) for the Promotion will be conducted in accordance with the Draw Details. Where more than one Prize is available, each Winner may only win one Prize.
9. Where the Prize (as described in the Schedule) consists of multiple items or Prizes which are each separately redeemable by a Winner, the first such item or Prize will be drawn on the Draw Date and

each subsequent item or Prize will be drawn on the Subsequent Draw Dates in accordance with the Draw Details.

10. The Winner will be notified as specified in the Schedule.
11. The Winner's full name and city of origin will be published the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram, within 30 days of the Draw Date. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering into this Promotion, Entrants consent to the use of their names and likenesses in this manner.
12. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).
13. As the Promotion is a game of chance, and subject otherwise to these Terms, skill plays no part in determining the Winner and each valid entry will NOT be individually judged. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.
14. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
15. If a Winner's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.

Prizes

16. The Prize(s) are specified in the Schedule.
17. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH.**
18. The Prize(s) will be delivered in accordance with the Schedule. The Promoter does not accept liability for delay or failure of third party service providers.
19. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

Claiming Prizes

20. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Schedule, or it will be deemed forfeited by the Entrant. The Promoter may require the Winner(s) to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
21. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Schedule, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Schedule, specifically Notification of Unclaimed Prize Redraw Winners.
22. The Promoter will deliver the Prize in accordance with the Schedule. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

General

23. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this

clause 23 and the Promoter's Privacy Policy. All PI of the Entrant 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.

24. **Non-Excludable Guarantees:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
25. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms for any consequential, special or indirect loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
26. **Liability:** A party's liability for any liability in relation to these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.
27. **Force Majeure:** Neither party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
28. **Online entries:** If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.
29. **Legal Warning:** Any attempt to cause malicious damage or interference with the normal functioning of the Site or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and the Promoter reserves the right to seek damages to the fullest extent permitted by law.
30. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associated with the Promotion.
31. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
32. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

33. **Jurisdiction:** These Terms are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
34. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
35. **Intellectual Property Rights:** All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
- (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - (b) the Content must be the work of the individual submitting it;
 - (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
 - (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
 - (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
 - (g) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.

Last updated: 30 May 2024