

Time to get going and explore your own backyard

***Conditions apply.** This Promotion is subject to full terms and conditions available below or from your Philips Sleep Services Retail Store. By participating in this promotion you acknowledge that you have read the full terms and conditions. To the extent permitted by law, Philips is not liable for any loss arising in any way out of or in connection with claiming this Promotion. Offer is valid from Monday 15 February 2021 until Friday 9 April 2021 or while stocks last (whichever is earlier). A DreamStation Go and SimplyGo Mini device can only be purchased with a valid prescription from your specialist or doctor.

TERMS AND CONDITIONS

Promoter	<p>Name: Philips Electronics Australia Limited (ABN 24 008 445 743) (trading as Philips Sleep Services)</p> <p>Address: 65 Epping Road, North Ryde, NSW 2113</p> <p>Phone: 1800 830 517</p> <p>Email: sleepservices@philips.com</p>
Promotion	<p>If an Eligible Customer purchases an Eligible Philips Product (as listed below) during the Promotional Period, the Eligible Customer is entitled to receive one Free Gift as it relates to the Eligible Philips Product (as listed below).</p>
Promotional Period	<p>Start Date: 9:00AM AEDT on 15 February 2021</p> <p>End Date: 5:00PM AEST on 9 April 2021</p> <p>The Promotional Period is subject to stock availability. The Promoter has the right to end the Promotion earlier than the End Date due to stock availability, to comply with any applicable laws or if required to protect the legitimate business interests of Philips.</p>
Eligibility Criteria	<p>To be eligible to take part in the Promotion (referred to in these terms and conditions as an 'Eligible Customer'), you must:</p> <ul style="list-style-type: none"> • purchase one of the Eligible Philips Products listed below as brand new, during the Promotional Period from a Philips Sleep Services Retail Store within Australia; • be an Australian resident aged 18 years or over; and • must have a valid prescription from a specialist or doctor in order to purchase the Eligible Philips Product.

Exclusions	<ul style="list-style-type: none"> • The Promotion cannot be used in conjunction with other Promotions or discounts unless otherwise stated in the terms and conditions of the other Promotion or discount; • The Promotion cannot be redeemed for cash, transferred or exchanged for any other product; • The Free Gift is not transferable, exchangeable or redeemable for cash; • There is a limit of one Free Product per Eligible Philips Device, per Eligible Customer; and • If a customer returns an Eligible Philips Device in accordance with the Philips Return Policy, the return must also include any Free Gift redeemed under this Promotion
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Eligible Philips Products	<p>The Eligible Philips Products that may be purchased by a Patient for eligibility of the Promotion are as listed below:</p> <ul style="list-style-type: none"> • AUG500H15 DreamStation Go Auto CPAP with Humidifier (RRP \$2,798); • AUG500S15 DreamStation Go Auto CPAP (RRP \$2,399); • AUG400H15 DreamStation Go CPAP with Humidifier (RRP \$2,148); • AUG400S15 DreamStation Go CPAP (RRP \$1,749), (each an Eligible Product (Sleep)), and • 1113604 SimplyGo Mini System, Standard Lithium Ion Battery (RRP \$4,699), (the Eligible Product (Respiratory Care)).
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Free Gift	<p>The Free Product/s to be given to the Consumer as part of the Promotion are as follows:</p> <ul style="list-style-type: none"> • (Sleep) 1133281 DreamStation Go Battery Pack (RRP \$599) – where the Consumer has purchased an Eligible Product (Sleep). • (Respiratory Care) 1116817 SimplyGo Mini, Extended Lithium Ion Battery Kit (RRP \$599) – where the Consumer has purchased an Eligible Product (Respiratory Care).
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PHILIPS SLEEP SERVICES GIFT WITH PURCHASE PROMOTION

Terms and Conditions

- Information on eligibility, mechanisms on how to participate, and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- Promotional Period:** The Promotional Period commences on the Start Date and concludes on the End Date, as particularised in the Schedule.
- Eligibility:** The Promotion is open to customers who satisfy the Eligibility Criteria, as particularised in the Schedule.
- How to participate:** Eligible Customers must, during the Promotional Period, satisfy the Eligibility Criteria, as particularised in the Schedule. If an Eligible Customer is eligible to take part in the Promotion (as confirmed by the Promoter), the relevant Free Gift is to be given to the customer at the time of purchase of an Eligible Philips Product.
- Multiple entries:** Each Eligible Customer may only take part in the Promotion once.
- Verification of entries:** The Promoter reserves the right, at any time, to verify the validity of any Eligible Customer (including a Eligible Customer's identity, age and place of residence) and to exclude any Eligible Customer that it considers does not meet the Eligibility Criteria. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- Expenses:** Eligible Customers are responsible for any and all expenses incurred when participating in the Promotion and accessing, claiming and/or using the Eligible Philips Products (unless otherwise stated in the Schedule).
- The Promotion is not transferrable and not redeemable for cash.**
- Personal information:** The Promoter may collect personal information in order to conduct the Promotion and/or for other purposes as notified by the Promoter and may, for this purpose (or these purposes), collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and as required, to regulatory authorities. Participation in the Promotion is conditional on providing this information. Eligible Customers should direct any request to opt out, access, update or correct information to the Promoter. Personal information will be handled in accordance with the Promoter's privacy policy available at <https://www.philips.com.au/a-w/privacy-notice.html>.
- Non-Excludable Guarantees:** 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 and Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
- Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions or otherwise for any special, indirect or consequential loss including but not limited to any 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, however arising, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), to the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) will not be liable to a Eligible Customer for, and the Eligible Customer indemnifies, waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
 - any act or omission of the Eligible Customer;
 - any breach of these Terms and Conditions by the Eligible Customer;
 - any Force Majeure;
 - a matter arising out of clause 13;
 - any personal injury or loss;
 - claiming the Promotion;
 - any Promotion claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
 - any tax liability incurred by a Eligible Customer.
- Force Majeure:** If performance of the Promotion, or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by a Force Majeure Event, and if as a result the Promoter is unable to carry out its obligations or to provide the Eligible Customer with the Promotion (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Promotion and/or, if necessary, provide an alternative promotion to the same value as the original Promotion. The Promoter will give public notice of such an event and that the Promotion has been cancelled, terminated, modified or suspended. **Force Majeure** means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, epidemics and pandemics, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- Ineligible entries:** The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
- Online participation (if applicable):** In the event that a dispute arises as to the identity of an online Eligible Customer, participation will be deemed to be by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Eligible Customer to provide the Promoter with proof that such party is the authorised account holder of the email address associated with its participation.
- Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Site, or the information on the Site, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
- Linked Sites (if applicable):** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Eligible Customers' convenience only and the Eligible Customer agrees to access, use and otherwise deal with Linked Sites at their own risk.
- Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Instagram, Facebook, Twitter and Pinterest. If a Eligible Customer uses social media to participate in the Promotion, the Eligible Customer understands that they are providing their information to the Promoter and not to any social media platform. Eligible Customers 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 Eligible Customer releases Instagram, Facebook, Twitter, Pinterest or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associated with the Promotion.
- General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AU\$ or \$ is a reference to the lawful currency of Australia.
- Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
- Jurisdiction:** These Terms and Conditions are governed by the laws of New South Wales. By participating in the Promotion, Eligible Customers submit to the exclusive jurisdiction of the courts operating in New South Wales courts and waive any right to object to proceedings being brought in those courts.
- Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Eligible Customer and supersede any prior agreement, understanding or arrangement between the Promoter and any Eligible Customer, whether oral or in writing, in relation to the Promotion.
- Representations:** To the maximum extent permitted by law, the Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
- Last updated:** 2 February 2021.

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