

Philips Sonicare Dentist Recommendation Program

Exclusive offers for your oral health care



SCHEDULE

Philips, we, us or our	Name: Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) Address: 65 Epping Rd, North Ryde NSW 2113 Email: sonicareenquiries@philips.com
Promotion	Up to 25% discount off the recommended retail price (RRP) of Eligible Products purchased by Eligible Consumers from Philips online at https://www.philips.com.au/my-sonicare (Philips Website) using the Promotion Code.
Promotional Period	Start: 12:00am AEST 15 June 2023. End: 11:59pm AEST 31 August 2023.
Promotion Code	The promotional code is given to Eligible Consumers by the dentist, when they visit selected dental practices. The code is given with a QR code to direct Eligible Consumers to Philips Website where they can make purchase of Eligible Products at the discounted price.
Eligible Products	HX3651/31 Sonicare 2000 Electric Toothbrush, Sugar Rose HX3651/32 Sonicare 2000 Electric Toothbrush, Light Blue HX6807/06 Philips Sonicare ProtectiveClean Plaque Defence Electric Toothbrush, White Mint HX6800/06 Philips Sonicare ProtectiveClean Plaque Defence Electric Toothbrush, Black HX6823/16 Philips Sonicare ProtectiveClean Gum Health Electric Toothbrush, Light blue HX6851/56 Philips Sonicare ProtectiveClean Whitening Electric Toothbrush, Navy Blue HX9618/01 Philips Sonicare ExpertClean Electric Toothbrush, Black HX9618/24 Philips Sonicare ExpertClean Electric Toothbrush, Gold HX9911/74 Philips Sonicare DiamondClean 9000 Special Edition Electric Toothbrush, Purple HX9912/63 Philips Sonicare DiamondClean 9000 Electric Toothbrush With All-in-one Brush Head, White HX9914/75 Philips Sonicare DiamondClean 9000 Electric Toothbrush With All-in-one Brush Head, Black HX9914/59 Philips Sonicare DiamondClean 9000 Electric Toothbrush, Black & Pink Bundle Pack HX6321/03 Philips Sonicare For Kids Connected Electric Toothbrush HX3806/31 Philips Sonicare Cordless Power Flosser White HX3806/33 Philips Sonicare Cordless Power Flosser Black HX3806/34 Philips Sonicare Cordless Power Flosser Mint HX3911/42 Philips Sonicare Power Flosser 7000 HX3711/22 Philips Sonicare Power Flosser 3000
Eligible Consumers	All Australian residents who are 18 years old and above, who visit selected dental practices.
Jurisdiction	All states of Australia, including ACT, NSW, QLD, SA, TAS, VIC, WA.

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TERMS AND CONDITIONS (Cont.)

1. **The information in the Schedule** forms part of these Terms and Conditions, which contains the entire understanding and agreement between Philips and the Eligible Consumer entering these Terms and Conditions (you or your). Your participation in the Promotion (through purchasing the Eligible Products) is deemed acceptance of these Terms and Conditions. Capitalised terms in these Terms and Conditions have the meanings given in these Terms and Conditions or in the Schedule.
2. **Promotional Period:** The Promotional Period commences on the Start Date and concludes on the End Date, as particularised in the Schedule. You acknowledge and agree that the Promotion is only valid in relation to sales of Eligible Products to an Eligible Consumer made during the Promotional Period.
3. **Eligibility:** Entry to the Promotion is open to Eligible Consumers only. You acknowledge and agree that you are an Eligible Consumer. Friends and family members of Eligible Consumers are ineligible to participate in the Promotion.
4. **Promotion:** During the Promotional Period, Philips will give up to 25% discount off the SRP of Eligible Products to any Eligible Consumer who purchases an Eligible Philips Products from the Philips Website using the Promotion Code, in accordance with these Terms and Conditions. An Eligible Consumer can use the Promotion Code once to purchase up to 10 Eligible Products. The Promotion Code is redeemable for only units per Eligible Product per Eligible Consumer.
5. **Other offers excluded:** No other offer by Philips applies or may be used or relied on by Eligible Consumers, in conjunction with this Promotion.
6. **Eligible Products:** The Promotion only applies in relation to the Eligible Products, as particularised in the Schedule.
7. **Promotion Code Exclusions:** The following provisions apply to the Promotion Code:
 - (a) the Promotion Code can only be used by an Eligible Consumer;
 - (b) there is no free delivery / shipping for Eligible Products purchased using the Promotion Code unless expressly stated otherwise;
 - (c) the Promotion Code is not transferable or redeemable for cash and/or credit;
 - (d) the Promotion Code cannot be used for sale items and/or with any other promotions or vouchers unless expressly stated by Philips;
 - (e) Philips is not required to provide any vouchers, discounts, credits, cash or any other form of compensation for a discontinued or cancelled Promotion Code;
 - (f) incomplete orders and orders using the Promotion Code received after the End Date will be deemed invalid and will not be processed;
 - (g) the Promotion Code cannot apply retrospectively to orders placed prior to the Promotional Period.
8. **Philips' General Terms:** The use of the Promotion Code to purchase the Eligible Products at the Philips Website shall be subject to Philips' Personal Health Online Store Terms and Conditions at <https://www.philips.com.au/c-e/shop/terms-and-conditions.html>.
9. **Right to Validate:** Philips reserves the right to validate and check the authenticity of the order, and to disqualify any customer for tampering with the order process, or who submits an order that is not in accordance with these Terms and Conditions and Philips' Personal Health Online Store Terms and Conditions. Breach of these Terms and Conditions or Philips' Personal Health Online Store Terms and Conditions will render any discount provided by the Promotion Code void.
10. **No waiver of rights:** Failure by Philips to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.
11. **Expenses:** You are responsible for any and all expenses it suffers or incurs in participating in the Promotion.
12. **Personal information:** Philips may collect personal information from Entrants in conducting the Promotion. Any personal information collected by Philips in conducting the Promotion will be handled in accordance with Philips' Privacy Policy, available at www.philips.com.au/privacypolicy.
13. **Price Variation:** Philips accepts no responsibility for any variation in price of the Eligible Products from other suppliers.
14. **Representations:** To the maximum extent permitted by law, Philips excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
15. **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) (**Non-Excludable Guarantees**).

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TERMS AND CONDITIONS (Cont.)

15. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, Philips will not be liable under these Terms and Conditions or otherwise for any special, indirect or consequential loss or 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.
17. **Liability:** Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), to the maximum extent permitted by law, Philips (including its respective officers, Consumers and agents) will not be liable to you, and you waive all claims and/or rights that you may have against Philips (and/or its respective officers, Consumers and agents) and release Philips (and its respective officers, Consumers and agents) in respect of any and all liability (including but not limited to all expenses, costs, damages, claims and losses) arising in any way out of or in connection with:
 - (a) any Force Majeure Event;
 - (b) any theft of any Eligible Products or unauthorised access or third-party interference in the Promotion;
 - (c) any third parties or any goods, networks and services provided by third parties, including manufacturers, suppliers, transportation, network or logistics providers or other subcontractors which the provision of the Eligible Products may be contingent on, or impacted by; and
 - (d) any late, lost, delayed or misdirected invoice or purchase order due to any reason beyond the reasonable control of Philips
18. **Force Majeure:** If the Promotion is affected in any way by a Force Majeure Event, and/or Philips is unable to carry out its obligations under these Terms and Conditions as a result of a Force Majeure Event, Philips may in its absolute discretion cancel, terminate, modify or suspend the Promotion, and Philips will notify you accordingly. **Force Majeure Event** means any event or circumstance which is unforeseeable and/or beyond Philips' reasonable control including, without limitation, acts of God, wars, civil unrest, terrorism, Government-sanctioned shutdown, global economic downfall, epidemic, pandemic, including COVID-19, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.
19. **General:** Unless the contrary intention appears, 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.
20. **Amendments:** These Terms and Conditions may be amended or replaced from time to time by Philips in its sole discretion and Philips will notify you as soon as reasonably practicable following such amendment or replacement.
21. **Jurisdiction:** These Terms and Conditions are governed by the laws of the Jurisdiction in the Schedule.
22. **Last updated:** May 2023