

# PHILIPS

## Personal Health

# 90 day money back guarantee

The promotion commences at 9.00am NZDT 1 January 2023 and ends at 11.59pm NZDT on 31 December 2023.

### PHILIPS 90 DAY MONEY BACK GUARANTEE (NEW ZEALAND)

#### 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 <https://www.philips.co.nz/a-w/privacy-notice.html>), and the Claim form ("**Claim Form**") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips 90 Day Money Back Guarantee ("**Promotion**"). Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions. Claim not valid in conjunction with any other offer (to the extent permitted by law).

#### Promotional Period

2. To be eligible to claim a refund, individuals must have purchased an eligible Philips product listed below ("**Eligible Products**") from a New Zealand retail store, online store or dental practice between 9:00am NZDT 1 January 2023 and 11:59pm NZDT on 31 December 2023 ("**Purchase Period**"). All Claim Forms must be received by 11:59pm NZST on 30 April 2024.

3. The Philips 90 Day Money Back Guarantee is valid for 90 days from the date of purchase, as specified on the purchase receipt.

#### Who Can Participate

4. Promotion is only open to individuals who are New Zealand residents 18 years and above ("**Claimant**") who submit a valid claim in accordance with these Terms and Conditions ("**Claim**"). Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

5. Employees and the immediate families of the Promoter and of Promoter's retail partners and agencies associated with this Promotion are ineligible to participate in the 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 first cousin.

#### Eligible Products

6. The Philips 90 Day Money Back Guarantee is only valid for purchases of the following product collections:

- a) Male Shavers: Series 3000, Series 5000, Series 7000, Series 9000;
- b) Beard Trimmers: Series 5000, Series 7000, Series 9000;
- c) Hair Clippers: Series 5000, Series 9000;
- d) Multi-Groomers: Series 5000, Series 7000, Series 9000;
- e) Body Groomers: Series 7000;
- f) Female Hair Removal: Lumea IPL, Series 8000 Epilators;
- g) Electric Toothbrushes: Sonicare For Kids, 2 Series, Series 3100, Series 3000, ProtectiveClean, ExpertClean, DiamondClean, DiamondClean Bundle Packs, 9900 Prestige;
- h) Interdental: Power Flossers; and
- i) Mother & Childcare: Electric Breast Pumps SCF39x models

7. Philips accessories are excluded from this Promotion.

8. For the removal of doubt, internet sales via auction sites like eBay or similar and trade seconds products are excluded from this offer. Any product purchased using loyalty reward points such as Airpoints Dollars™, Flybuys or similar are not eligible for a refund.

#### Claiming Process

9. To be eligible to claim for a refund, Claimants must undertake the following steps:

- a) Trial the Eligible Product for at least 30 days from date of purchase, but no more than 90 days;
- b) If the customer is not completely satisfied by the performance of the Eligible Product, the customer must:
  - i. Download a Money Back Guarantee Claim Form from <https://www.philips.co.nz/promotions>;
  - ii. Obtain a Return Authorisation Number by calling a customer service representative during business hours on 0800 818 888; **the Return Authorisation Number must be obtained within 90 days from date of purchase of the Eligible Product and then customers have a further 30 days to return the Eligible Product. Refunds will only be valid if the Eligible Product is received by the Promoter within these time periods.**
- c) Complete the Money Back Guarantee Claim Form, inputting the Return Authorisation Number; and
- d) Return the Eligible Product (in its original packaging) along with the fully completed Money Back Guarantee Claim Form and the original purchase receipt within the time period in Clause 2, to Net Response: Philips 90 Day Money Back Guarantee, PO Box 71104, Rosebank 1348 Auckland. Incomplete, indecipherable or illegible claims will be deemed invalid.

10. Claimants must retain their original purchase receipt and the Eligible Product packaging as proof of purchase and for the purposes of submitting a Claim. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a Claimant's Claim and forfeiture of any right to a refund. The purchase receipt must clearly specify the retailer of purchase and that the purchase was made during the Purchase Period but prior to submitting a Claim.

11. The Promoter reserves the right, at any time, to verify the validity of Claims and Claimants (including a Claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Claimant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

#### Refund Process

12. Refunds will only be issued once the Promoter receives:

- a) the Eligible Product (in its original packaging);
  - b) the original purchase receipt; and
  - c) the completed Money Back Guarantee Claim Form inclusive of the Return Authorisation Number.
13. Refunds 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.
14. Please allow approximately 3 – 4 weeks from the time the Promoter takes receipt of the Claimant's Claim Form for payment of the refund amount to be made.
15. The refund amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

#### Customer to Pay for Postage Costs

16. Postage costs for the return of the Eligible Product are the full responsibility of the Claimant and will not be refunded. Whilst it is not required, the Promoter suggests the Claimant use registered post.

#### Changes to Offer

17. If this Claim is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.

#### Liability

18. 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 Consumer Guarantees Act 1993, as well as any other implied warranties or similar consumer protection laws in New Zealand. 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) 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.

19. 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.

20. Any costs incurred by the Claimant associated with claiming the Promotion, including accessing the Philips' website, telephone enquiries in relation to the Promotion, and mailing the Claim Form are the sole responsibility of the Claimant.

#### Privacy

21. The Promoter's collection, use and disclosure of personal information ("**PI**") is subject to Philips' Privacy Policy (available at <https://www.philips.co.nz/a-w/privacy-notice.html>) 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 Money Back Guarantee is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Claim. 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.

#### Promoter

22. The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 ("**Promoter**"). Claims will be processed by Net Response (ABN 61 074 595 887) of PO Box 71104 Rosebank 1348 Auckland.

23. 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.

For more information about this Promotion, call 0800 818 888; or visit <https://www.philips.co.nz/promotions>.