PHILIPS

Win your purchase price back!



Offer valid for purchases between 09:00am AEST on 4th September 2023 and ends 11:59pm AEDT on 31st October 2023. All entry forms must be submitted (online) by 5:00pm AEDT on 28th November 2023

PHILIPS WIN YOUR PURCHASE PRICE BACK PROMOTION

TERMS AND CONDITIONS

1. These Terms and Conditions, together with the Versuni Privacy Policy which is incorporated by reference into these Terms and Conditions (available at https://www.versuni.com/privacy-notice-versuni-v1.3.pdf) and the Online Entry Form ("Entry Form") contain the entire understanding and agreement between the Promoter and the Entrant in relation to the Philips Win Your Purchase Price Back Promotion with Purchase Promotion ("Offer"). Information on how to qualify for the Offer forms part of these Terms and Conditions. Entry into the Philips Win Your Purchase Price Back Promotion with Purchase Promotion is deemed to be an acceptance of these Terms and Conditions.

OFFER

- The Offer commences at 9:00am AEST 4th September 2023 and ends 11.59pm AEDT on 31st October 2023 ('Offer Period'). All entries must be submitted (online) by 5pm AEDT on 28th November 2023.
- 3. The Offer will run in all Australian states and territories.
- 4. 1 in 50 chances of winning the purchase price back.

ELIGIBILITY AND PARTICIPATION

- 5. This Offer is only open to individuals who are Australian residents 18 years and above ("Entrant") who submits an entry during the Offer Period. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
- 6. Employees and the immediate families of the Promoter and of Promoter's retail partners and agencies associated with this Offer are ineligible to participate in the Offer. Immediate family means any of the following: spouse, de-facto spouse, child, stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin. Any purchase receipt provided indicating a staff discount has been applied will not be accepted.

ENTRY PROCESS

- 7. To submit an entry ("Entry"), the Entrant must:
 - a) Purchase an Eligible Philips branded Product(s) (as set out in Clause 16) from any participating Australian retail store during the Offer Period and follow the steps below. Trade seconds products are excluded. Please note that Target, Costco and JB Hi-Fi Airport Stores are not participating retail stores for this Offer.
 - b) Visit www.philips.com.au/promotions ("Website") and:
 - I. Press 'Enter Your Chance to Win Your Purchase Price Back'.
 - II. Ensure Entrant meets all criteria by confirming eligibility via pop up screen.
 - III. Complete all fields on the official Entry Form with the Entrant's personal information and product purchase details.
 - IV. Upload a clear and legible scan or photo of the fully paid store receipt/online purchase receipt/tax invoice or order confirmation including store name, product purchased, receipt number, date of purchase, model/item purchased and payment details ('Proof of Purchase') for the eligible product.
 - Follow the remaining prompts to complete promotional entry form.
- 8. The above steps must be completed, and the Entry Form and Proof of Purchase submitted by 5.00pm AEDT on 28th November 2023. Note: The entry process will be turned off 5.01pm AEDT on 28th November 2023 and online submissions after this date will not be processed.

9. This Offer is not valid in conjunction with any other promotional offer and will be available only during the Offer Period.

ENTRY FORM AND PROOF OF PURCHASE

- 10. Entry 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.
- 11. Subject to Clause 7, Entry Forms received without the Proof of Purchase and Entry Forms received after 5.00pm AEDT on 28th November 2023 will be deemed invalid and will not be entered into the draw. Incomplete, indecipherable, or illegible Entry Forms will also be deemed invalid.
- 12. Up to a total of 3 entries in the Offer are permitted per Entrant, subject to the following:
 - a. Only 1 Entry Form permitted for each Eligible Philips Product purchased; and
 - A separate Entry Form for each product purchased must be submitted in accordance with the requirements set out in Clause 7 and as detailed on the Entry Form.
- 13. The Promoter reserves the right to validate and check the authenticity of the Entry Form and purchase receipt, and to disqualify any Entrant for tampering with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions. Any entries made with a stolen, forged, mutilated, unrecognised or tampered with Proof of Purchase will be deemed void.
- 14. Entrants must retain their original Proof of Purchase to enter this Offer.
- 15. Failure to produce the Proof of Purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Entrant's entry and forfeiture of the right to enter the Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Offer Period.

The Promoter's decisions are final, and no correspondence will be entered into

ELIGIBLE PRODUCTS

16. The Eligible Philips Products for the 'Win Your Purchase Price Back' 1 in 50 chances are outlined below:

PRODUCT NUMBER	PRODUCT NAME
HD9880/90	7000 Series Connected Airfryer XXXL w/probe
HD9875/90	7000 Series Connected Airfryer XXXL

- 17. Subject to Clause 12, for every valid Online Entry Form received the Entrant will be entered into a draw to receive 'Win Your Purchase Price Back'-1 of 50 chances.
- Entrants who have provided a valid email address and valid Online Claim Form will receive confirmation by email that they have successfully entered the Offer.
- 19. The Offer cannot be transferred, exchanged for any other product, or claimed at point of purchase.
- 20. The Purchase Price will be refunded to the Winners requested bank account via EFT.

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WINNER SELECTION MECHANICS

21. Trade Gaming Authority: In line with state regulations, permits have been granted in all states required.

STATE	PERMIT NUMBER
New South Wales (NSW)	TP/02916
Australian Capital Territory (ACT)	TP23/01692
South Australia (SA)	T23/1316

- Draw and Venue: The draw to determine the winning Entrants for the Offer will take place on 29th November 2023 at 10am at Promoter's Agent: The Consortium Clemenger, 1 Basalt Rd, Pemulwuy NSW 2145. The Promoter's Agent will conduct the draw by way of a barrel draw to draw winning Entrant/s, with scrutineer present for the draw.
- 23. Winning Entrant: The winning Entrant in the Draw, if any, will be notified by email and/or telephone within forty eight (48) hours of the Unclaimed Prize Draw. Each entrant can only win once. In the circumstance that the same entrant is drawn twice, it will be removed from the draw and another entrant will be selected by barrel draw.
- 24. Claim Period: The claim period, during which the Prize may be claimed commences on the Draw Date and ends three (3) months from the date thereof. If the winning Entrant does not claim the Prize within the claim Period, the Prize will be deemed to be forfeited by the Entrant.
- 25. Unclaimed Prize Draw: If any Prize remains unclaimed in accordance with clause 24, a second draw or selection for the Prize (Unclaimed Prize Draw), will take place on 27th February 2024 at the same place and manner as the original Draw, subject to any directions from a regulatory authority. The Promoter's Agent may conduct the Unclaimed Prize Draw without the need to seek approval from the relevant regulator in NSW, Australia. The alternative winning Entrant, if any, will be notified by email and/or telephone within forty eight (48) hours of the Unclaimed Prize Draw.
- 26. Cash: The Prize is not transferable. Where cash is awarded, it will be transfered to the winner/s via EFT using the nominated account by the winner/s within 28 days of the draw date.
- 27. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
- 28. The names of the winning Entrants, including their last name, initials of first name and post published in a national newspaper, and/or on the Website, or on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. Such publication will be done within 30 days of the Draw Date. It is a condition of entry into the Offer 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 Offer, Entrants consent to the use of their names and likenesses in this manner.

LIABILITY

29. 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, as well as any other implied warranties under the ASIC Act 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 Entrant excludes all liability for indirect, special or consequential, loss or damages (including loss of opportunity), arising in any way out of the Offer, 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.
- Entry 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 Any tax liability incurred by an Entrant
- 30. 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 Entry 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 Entrant's or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.
- 31. Any costs incurred by the Entrant associated with entering the Offer, including accessing the websites mentioned in these Terms and Conditions, telephone enquiries in relation to the Offer, and mailing the Entry Form are the sole responsibility of the Entrant.
- 32. 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.
- 33. These Terms and Conditions 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.

PRIVACY

34. The Promoter's collection, use and disclosure of Personal Information ("PI") is subject to Versuni's Privacy Conditions (available at https://www. versuni.com/privacy-notice-versuni-v1.3.pdf) and is incorporated into this agreement. The Promoter collects PI to conduct the Offer, 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 free Offer is conditional on Entrants providing this PI and without this PI, Promoter cannot process the Entry. If the Entrant opts-in by ticking the opt-in box at the time of submitting an Entry Form, Entrants consent to the information they submit with their Entry Form being entered into a database, of Versuni Holding B.V. 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 Entrant, without any further reference or payment or other compensation to the Entrant. All PI of the Entrant will be stored by Versuni Holding B.V. and/or its affiliate companies and is subject to Versuni's Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Versuni Privacy Policy, available on the Website. Each Entry Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Offer, individuals consent to the overseas transfer.

PROMOTER

35. The Promoter is Versuni Pty Ltd (ABN 42 642 296 393) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Online Entries and winners will be selected and processed by Promoter's Agent, The Consortium Clemenger (TCC). For more information about this Offer, call 1300 304 202; email philipspromotions@campaign.net.au or visit www.philips.com.au/promotions.