# **PHILIPS**

# Personal Health



\*The Promotion commences at 09 00am AEDT on 4 November 2019 and ends 11:59pm AEDT on 24 December 2019 (Promotional Period) All Claim Forms must be received by 5 00pm AEDT on 31 January 2020

## TERMS & CONDITIONS: PHILIPS CHRISTMAS CASH BACK PROMOTION AUSTRALIA

#### 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 www.philips.com.au/privacypolicy), and the Claim form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Christmas Cash Back Promotion ("Promotion" or "Cash Back Offer"). Information on how to make a claim and qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

### PROMOTIONAL PERIOD

 The Promotion commences at 09.00am AEDT on 04 November 2019 and ends 11:59pm AEDT on 24 December 2019 ("Promotional Period"). All Claim Forms must be submitted by 5.00pm AEDT on 31 January 2020.

#### **ELIGIBILITY AND PARTICIPATION**

- 3. Cash Back Offer is only open to individuals who are Australian residents 18 years and above ("Claimant") who submit a Claim during the Promotional Period. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
- 4. Employees and the immediate families of the Promoter and of Promotor'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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.

### CLAIMING PROCESS

- 5. To submit a Cash Back Offer (Claim), the Claimant must
  - a) Purchase an Eligible Philips Product(s) (as set out in Clause 16) from any participating Australian retail store during the Promotional Period and follow the steps below. Trade seconds products are excluded. Please note that Big W, Target, Costco, JB Hi-Fi Airport Store and purchases through dental practices are not participating retail stores for this promotion.
  - b) visit www.philips.com.au/promotions and:
  - (i) create a Philips account or sign in to your existing account;(ii) register your product; and
  - (iii) complete all fields on the official online claim form ("Online Claim Form") with the Claimant's personal information and product purchase details
  - (iv) upload a clear and legible scan or photo of the fully paid purchase receipt or tax invoice indicating store name, store location, receipt number, date of purchase, model/item purchased and amount paid (Proof of Purchase) for the Eligible Philips Product.
- The above steps must be completed and the Online Claim Form & Proof of Purchase submitted by 5.00pm AEDT on 31 January 2020; Note the Claim process will be turned off from 5.00pm AEDT on 31 January 2020 and online claim submissions after this date will not be processed.
- 7. Payment of the Cash Back Amount will be made via Electronic Funds Transfer (EFT) to the account identified in the Claimant's Online Claim Form, once the Claim has been validated by the Promoter. Please allow approximately 3-4 weeks from the time the Promoter takes receipt of the Claimant's Online Claim Form for payment of the Cash Back Amount to be made. The Claimant must ensure that all details provided for the payment of the Cash Back Amount are correct. The Claimant is responsible for clearly providing their full and accurate name and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.
- The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

## CLAIM FORM AND PROOF OF PURCHASE

- Online Claim 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.
- 10. Subject to Clause 5 Online Claim Forms received without the proof of purchase and Online Claim Forms received after 5.00pm AEDT on 31 January 2020 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Claims will also be deemed invalid.
- 11. Up to a total of 5 Claims in the Cash Back Offer are permitted per Claimant, subject to the following: a) only 1 Claim permitted for each Eligible Philips Product purchased; and b) A separate Online Claim Form for each Claim must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form

- 12. The Promoter reserves the right to validate and check the authenticity of the Claim Form and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms and Conditions. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with proof of purchase will be deemed void.
- Claimants must retain their original proof of purchase to claim their Cash Back Offer.
- 14. Failure to produce the proof of purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
- The Promoter's decisions are final and no correspondence will be entered into.

#### ELIGIBLE PRODUCTS AND PAYMENT PROCESS

16. The Eligible Philips Products and the corresponding cash back values are as follows:

#### KITCHEN APPLIANCES

- a) 1x Philips Airfryer XXL Smart HD9861/99 entitles a Claimant to \$50 cashback
- b) 1x Philips Airfryer XXL Black HD9651/91 entitles a Claimant to \$50 cashback
- c) 1x Philips Airfryer XXL Black HD9650/93 entitles a Claimant to \$50 cashback
- d) 1x Philips Airfryer Twin TurboStar Digital HD9742/93 entitles a Claimant to \$50 cashback
- Claimant to \$50 cashback
  e) 1 x Philips Deluxe All-In-One Cooker HD2145/72 entitles a
  Claimant to \$50 cashback
- f) 1x Philips Pasta & Noodle Maker HR2375/13 entitles a Claimant to \$50 cashback
- g) 1 x Philips High Speed Vacuum Blender HR3756/00 entitles a Claimant to \$50 cashback

## GARMENT CARE

- a) 1x Philips PerfectCare PowerLife Steam Iron GC3929/64 entitles a Claimant to \$30 cashback
- b) 1x Philips PerfectCare PowerLife Steam Iron GC3920/24 entitles a Claimant to \$30 cashback
- c) 1x Philips PerfectCare Compact Plus Steam Generator GC7920/20 entitles a Claimant to \$50 cashback
- d) 1x Philips PerfectCare Azur Elite Steam Iron GC5031/20 entitles a Claimant to \$50 cashback
- e) 1x Philips ComfortTouch Garment Steamer GC557/30 entitles a Claimant to \$50 cashback
- f) 1x Philips PerfectCare Expert Plus Steam Generator GC8962/40 entitles a Claimant to \$50 cashback
- g) 1x Philips PerfectCare Elite Plus Steam Generator GC9681/80 entitles a Claimant to \$100 cashback
- h) 1x Philips PerfectCare Elite Plus Steam Generator GC9671/50 entitles a Claimant to \$100 cashback

## BEAUT

- a) 1x Philips Lumea Prestige IPL BRI956/00 entitles a Claimant to \$100 cashback
- b) 1x Philips Lumea Advanced IPL SC1999/00 entitles a Claimant to \$100 cashback
- c) 1x Philips Satinelle Prestige Epilator BRE652/00 entitles a Claimant to \$50 cashback
- d) 1x Philips Satinelle Prestige Epilator BRP586/00 entitles a Claimant to \$50 cashback
- e) 1x Philips MoistureProtect Dryer HP8280/00 entitles a Claimant to \$30 cashback
- f) 1x Philips MoistureProtect Straightener HP8372/00 entitles a Claimant to \$30 cashback
- g) 1x Philips Pro Dryer HPS920/00 entitles a Claimant to \$30 cashback
- h) 1x Philips Pro Straightener HPS930/00 entitles a Claimant to S30 cashback

## MALE GROOMING

- a) 1x Philips Shaver Series 9000 S9211/12 entitles a Claimant to S50 cashback
- b) 1x Philips Shaver Series 9000 S9531/26 entitles a Claimant to
- c) 1x Philips Shaver Series 9000 S9711/41 entitles a Claimant to
- d) 1x Philips Shaver Series 9000 Prestige SP9860/13 entitles a Claimant to \$50 cashback

## ORAL HEALTH CARE

- a) 1x Philips Sonicare Airfloss HX8331/01, HX8331/02, HX8431/03 entitles a Claimant to \$30 cashback
- b) 1x Philips Sonicare DiamondClean HX9312/04, HX9352/04, HX9362/67, HX9372/04 entitles a Claimant to \$50 cashback
- c) 1 x Philips Sonicare DiamondClean Smart HX9954/56, HX9911/07, HX9924/06 entitles a Claimant to \$50 cashback
- d) 1 x Philips Sonicare DiamondClean & AirFloss Ultra Bundle Pack HX8391/02. HX8491/03 entitles a Claimant to \$100 cash back

- e) 1 x Philips Sonicare DiamondClean Pink & Black Bundle Pack HX9368/35 entitles a Claimant to \$100 cash back
- Subject to clause 11, for every valid Online Claim Form received the Claimant will receive the cash back amount that corresponds to the model number of the Eligible Philips Products listed in Clause 16 above ("Cash Back Amount").
- 18. Payment of the Cash Back Amount will be made via Electronic Funds Transfer payment ("EFT") to the account identified on the Claimant's Online Claim Form. Please allow approximately 3–4 weeks from the time the Promoter takes receipt of the Claimant's Online Claim Form for payment of the Cash Back Amount to be made. The Claimant is responsible for providing the correct Bank BSB and Bank Account Number and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.
- Claimants who have provided a valid email address and valid Online Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer.
- 20. The Cash Back Amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

#### LIABILITY

- 21. 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 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.
- 22. 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.
- 23. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Philips' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

## PRIVACY

24. The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips' Privacy Policy (available at www.phillips.com.au/privacypolicy) 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 cash back is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips N.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 Claimant without any further reference or payment or other compensation to the Claimant, 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 Phillips 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

 The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Online Claims will be processed by Net Response (ABN 61 074 595 887) of PO Box 6422 NORWEST NSW 2153.

For more information about this Promotion, call 02 9912 4490; email cashback@philipspromotions.com.au or visit www.philips.com.au/promotions.



# Philips L'OR Barista Christmas Offer



\*Conditions apply. Offer valid for purchases between 04/11/19 and ends on 24/12/19. All Claim Forms must be submitted (online) by 5.00pm AEST on 31/01/20. \$50 cash back for LM8014/60, LM8018/90. Capsule promo code will be sent via claim validation email for use in www.shop.lorespresso.com.au/christmaspromo and must be redeemed by 31/03/20, in one transaction. Flavour subject to availability. For capsule full Ts & Cs visit www.shop.lorespresso.com.au/christmaspromo. For Cash back full Ts&Cs and to claim cash back visit www.philips.com.au/promotions. Purchases made in Target, Costco, JB Hi-Fi Airport Store and trade seconds are excluded.

## TERMS & CONDITIONS: PHILIPS L'OR BARISTA COFFEE CAPSULE MACHINE CHRISTMAS CASH BACK PROMOTION AUSTRALIA

#### TERMS AND CONDITIONS

1. These Terms and Conditions, together with the Phillips Privacy Policy which is incorporated by reference into these Terms and Conditions (available at www.philips.com.au/privacypolicy), and the Claim form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Phillips L'OR Barista Coffee Capsule Machine Christmas Cash Back Promotion ("Promotion" or "Cash Back Offer"). Information on how to make a claim and qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

#### PROMOTIONAL PERIOD

 The Promotion commences at 09.00am AEDT on 04 November 2019 and ends 11:59pm AEDT on 24 December 2019 ("Promotional Period"). All Claim Forms must be submitted by 5.00pm AEDT on 31 January 2020.

#### **ELIGIBILITY AND PARTICIPATION**

- 3. Cash Back Offer is only open to individuals who are Australian residents 18 years and above ("Claimant") who submit a Claim during the Promotional Period. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
- 4. Employees and the immediate families of the Promoter and of Promotor'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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

### CLAIMING PROCESS

- 5. To submit a Cash Back Offer (Claim), the Claimant must:
  - a) Purchase an Eligible Philips Product(s) (as set out in Clause 16) from any participating Australian retail store during the Promotional Period and follow the steps below. Trade seconds products are excluded. Please note that Target, Costco and JB Hi-Fi Airport Store are not participating retail stores for this promotion.
  - b) visit www.philips.com.au/promotions and
  - (i) create a Philips account or sign in to your existing account;
  - (ii) register your product; and
  - (iii) complete all fields on the official online claim form ("Online Claim Form") with the Claimant's personal information and product purchase details
  - (iv) upload a clear and legible scan or photo of the fully paid purchase receipt or tax invoice indicating store name, store location, receipt number, date of purchase, model/item purchased and amount paid (Proof of Purchase) for the Eligible Philips Product.
- The above steps must be completed and the Online Claim Form & Proof of Purchase submitted by 5.00pm AEDT on 31 January 2020; Note the Claim process will be turned off from 5.00pm AEDT on 31 January 2020 and online claim submissions after this date will not be processed.
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- The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

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- 11. Up to a total of 5 Claims in the Cash Back Offer are permitted per Claimant, subject to the following:
  - a) only 1 Claim permitted for each Eligible Philips Product purchased; and b) A separate Online Claim Form for each Claim must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form.
- 12. The Promoter reserves the right to validate and check the authenticity of the Claim Form and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms and Conditions. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with proof of purchase will be deemed void.
- 3. Claimants must retain their original proof of purchase to claim their Cash Back Offer.
- 14. Failure to produce the proof of purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
- 15. The Promoter's decisions are final and no correspondence will be entered into.

#### ELIGIBLE PRODUCTS AND PAYMENT PROCESS

- The Eligible Philips L'OR Barista Products and the corresponding cash back values are as follows:
   a) 1x Philips L'OR Barista Capsule Machine with milk frother Piano Noir LM8014/60 entitles a Claimant to S50 cashback
  - b) 1x Philips L'OR Barista Capsule Machine with milk frother Premium LM8018/90 entitles a Claimant to \$50 cashback
- 17. Subject to clause 11, for every valid Online Claim Form received the Claimant will receive the cash back amount that corresponds to the model number of the Eligible Philips Products listed in Clause 16 above ("Cash Back Amount").
- 18. Payment of the Cash Back Amount will be made via Electronic Funds Transfer payment ("EFT") to the account identified on the Claimant's Online Claim Form. Please allow approximately 3-4 weeks from the time the Promoter takes receipt of the Claimant's Online Claim Form for payment of the Cash Back Amount to be made. The Claimant is responsible for providing the correct Bank BSB and Bank Account Number and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.
- Claimants who have provided a valid email address and valid Online Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer.
- The Cash Back Amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

#### LIABILITY

- 21. 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 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.
- 22. 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.
- 23. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Philips' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

## PRIVACY

24. The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips' Privacy Policy (available at www.philips.com.au/privacypolicy) 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 cash back is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips NV 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 Claimant, without any further reference or payment or other compensation to the Claimant. All PI of the Claimant will be stored by Koninklijke Philips NV. 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

 The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde NSW 2113 ("Promoter"). Online Claims will be processed by Net Response (ABN 61 074 595 887) of PO Box 6422 NORWEST NSW 2153.

For more information about this Promotion, call 02 9912 4490; email cashback@philipspromotions.com.au or visit www.philips.com.au/promotions



# Philips L'OR Barista Christmas Offer



\*Conditions apply. Offer valid for purchases between 04/11/19 and ends on 24/12/19. All Claim Forms must be submitted (online) by 5.00pm AEST on 31/01/20. \$50 cash back for LM8014/60, LM8018/90. Capsule promo code will be sent via claim validation email for use in www.shop.lorespresso.com.au/christmaspromo and must be redeemed by 31/03/20, in one transaction. Flavour subject to availability. For capsule full Ts & Cs visit www.shop.lorespresso.com.au/christmaspromo. For Cash back full Ts&Cs and to claim cash back visit www.philips.com.au/promotions. Purchases made in Target, Costco, JB Hi-Fi Airport Store and trade seconds are excluded.

#### BONUS CAPSULES

## TERMS & CONDITIONS: L'OR BARISTA CHRISTMAS BONUS CAPSULE PROMOTION AUSTRALIA ("BONUS CAPSULE PROMOTION")

Participation in this Bonus Capsule Promotion is deemed acceptance of these Terms and Conditions Offer not valid in conjunction with any other offer.

#### PROMOTIONAL PERIOD

1. The Promotion commences at 09.00am AEDT on 04 November 2019 and ends 11:59pm AEDT on 24 December 2019 ("Promotional Period").

#### **ELIGIBILITY AND PARTICIPATION**

- Bonus Capsule Promotion is only open to individuals who are Australian residents 18 years and above ("Customer") who have their claim validated for Philips LOR Barista coffee capsule machine Christmas cashback promotion ("Philips Cashback Promotion"). Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
- 2. Employees and the immediate families of the Promoter and of Promotor's retail partners and agencies associated with this Bonus Capsule Promotion are ineligible to participate in the Bonus Capsule Promotion. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or ist cousin.

#### HOW TO RECEIVE BONUS ITEM

- To receive a Bonus Item (as set out in Clause 8), each customer must, during the Promotion Period:
  - a) Purchase an Eligible L'OR Barista Product(s) (as set out in Clause 7) from any participating Australian retail store during the Promotional Period and follow the steps below. Trade seconds products are excluded. Please note that Target, Costco and JB Hi-Fi Airport Store are not participating retail stores for this Bonus Capsule Promotion.
  - b) Visit www.philips.com.au/promotions and have their claim validated for Philips LÓR Barista coffee capsule machine Christmas cashback promotion.
  - c) The promo code for the Bonus Item will be emailed to the customer with (or after) Philips Cashback promotion claim approval.
  - d) Visit www.shop.lorespresso.com.au/christmaspromo and order the Bonus Item using the promo code provided within the promo code expiry date.
- Customers have to provide a valid email address when claiming Philips Cashback promotion in order to receive their Bonus Item promo code.
- The Bonus Capsule Promotion offer is not valid in conjunction with any other promotional offer.
   Only one Bonus Item permitted per Eligible Product.

## ELIGIBLE PRODUCTS AND BONUS ITEM

- The Eligible L'OR Barista Products are as follows:
  - a) 1x L'OR Barista Capsule Machine with milk frother Piano Noir LM8014/60
  - b) 1x L'OR Barista Capsule Machine with milk frother Premium LM8018/90
- The corresponding Bonus Item will be: 50 L'OR espresso Double Shot capsules (5 x 10 pack capsules), Total RRP S55 (Bonus Item). Nationwide shipping across Australia is included.
- 3. Bonus Item only redeemable at www.shop.lorespresso.com.au/christmaspromo using the promo code provided, flavour subject to availability. Promo code will be valid for redemption until 5.00pm, 31/03/20.50 capsules must be redeemed in one transaction by selecting any 5 x 10 packs of the available L'OR Double Shot capsules range & applying the Promo code at checkout to receive the \$55 discount. Must retain receipt for proof of purchase.
- The Bonus Item promo code cannot be transferred, exchanged for any other product, or claimed at point of purchase. Fulfilment of Bonus Item will be processed as per normal lead times as and when the Promoter is able to supply stock. The Promoter will try to fulfil the orders as quickly as possible.

#### I IARII ITY

- 10. 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, or similar consumer protection laws in the State and Territories of Australia.
- 11. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss), or for personal injury suffered or sustained, as a result of this Bonus Capsule Promotion or in connection with the Bonus Item.

#### GENERAL TERMS AND CONDITIONS

- 12. 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 to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13. The claimant must retain proof of purchase. Failure to produce proof of purchase for each claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim or entries and forfeiture of any right to claim the Bonus Item.
- 14. The Promoter's decision is final and no correspondence will be entered into
- 15. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to (or by) the Promoter (or Philips) to any claimant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorized access to, or alteration of such communications; and (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Bonus Capsule Promotion.
- 16. The Promoter accepts no responsibility for any tax liability incurred as a result of a claimant participating in the Bonus Capsule Promotion. Claimants should obtain independent tax and financial activice
- 17. This Bonus Capsule Promotion is governed by the laws of New South Wales, Australia. The courts of New South Wales, Australia shall have exclusive jurisdiction to hear and determine any disputes that may arise in relation to this competition. Entrants agree to submit to the jurisdiction of the courts in New South Wales, Australia.

## PROMOTER

18.The Promoter for the Bonus Capsule Promotion is JACOBS DOUWE EGBERTS AU PTY LTD (ABN 82 051 278 409) of Level 1/924 Pacific Hwy, Gordon NSW 2072 ("Promoter"). For more information about this Bonus Capsule Promotion, call 1300 331753; or visit www.lorespresso.com.au.