

## **PHILIPS & McCAIN NIGHT-IN PACK 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](http://www.philips.com.au/privacypolicy)), and the Claim Form ("Claim Form") contain the entire understanding and agreement between Philips Domestic Appliances Australia Pty Ltd (ABN 42 642 296 393) ("Promoter") and the Claimant in relation to the McCain Night-IN Pack Promotion ("Promotion" or "Night-In Pack Offer"). Information on how to make a Claim and qualify for the Night-In Pack 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**

2. The Promotion commences at 09:00am AEST on 01 July 2021 and ends 11:59pm AEST on 31 July 2021 ("Promotional Period"). All Claims must be submitted (online) by 5.00pm AEST on August 13<sup>th</sup> 2021.

### **Eligibility and Participation**

3. Night-In Pack Offer is only open to individuals who are Australian residents 18 years and above and who purchase an Eligible Philips Product(s) (as set out in clause 19) from a participating Australian retail store and who submit a Claim during the Promotional Period ("Claimant"). 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 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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or first cousin. Any purchase receipt provided indicating a staff discount has been applied will not be accepted.

### **Promotion**

5. During the Promotional Period, Claimants of the first four thousand (4,000) valid Claims purchasers of an Eligible Philips Product from a participating Australian retail store will receive a Night In Pack digital voucher via email valued at RRP AUD\$33.00 ("Night In Pack Voucher"), in accordance with these Terms and Conditions.

### **Claiming Process**

6. To submit a claim for the Night-In Pack Offer ("Claim"), the Claimant must:
  - a) Purchase an Eligible Philips Product(s) 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, Costco, Target, JB Hi-Fi Airport Stores are **not participating retail stores** for this Promotion.

- b) Visit [www.philips.com.au/promotions](http://www.philips.com.au/promotions) and:
- i. create a Philips account or sign in to your existing account;
  - ii. register your product;
  - iii. complete all fields on the official online Night-In claim form (“Online NI Claim Form”) with the Claimant’s personal information and product purchase details; and
  - iv. upload a clear and legible scan or photo of the fully paid store or online purchase receipt, tax invoice or order confirmation indicating store name, store location (“Online” if applicable), receipt number, date of purchase, model/item purchased and payment details (“Proof of Purchase”) for the Eligible Philips Product.

The Claimant must ensure that all details provided in the Online NI Claim Form are correct. The Claimant is responsible for clearly providing their full and accurate name and email address. The Promoter will not be responsible for inaccurate details provided or availability of McCain products designated as part of McCain Night-In Pack.

7. The above steps must be completed and the Online NI Claim Form and Proof of Purchase submitted by 5.00pm AEST on August 13<sup>th</sup> 2021. Note: The claim process will be turned off at 5.01pm AEST on August 13<sup>th</sup> 2021 and submissions received after this date will not be processed.
8. Once the Claim has been validated by the Promoter, a successful Claimant will receive a McCain Night-In Pack Voucher via email. Please allow approximately 2-4 weeks from the time the Promoter takes receipt of the Claimant’s Online NI Claim Form and Proof of Purchase for redemption barcode or barcodes to be emailed to Claimant. Claimant may redeem the McCain Night-In Pack Voucher at select Woolworth Supermarkets in Australia that stock Eligible Product(s) by presenting the digital voucher barcode on their smartphone screen at check-out. The Night-In Pack Voucher redemption date commences on 21<sup>st</sup> July 2021 and must be redeemed before 31st August 2021 (“Redemption Date”). If, for any reason, a Claimant does not redeem the Night-In Pack Voucher before the Redemption Date, the Night-In Pack Voucher will expire and be forfeited.
9. Any unused balance of the Night-In Pack Voucher is not redeemable or awarded as cash. Redemption is subject to any terms and conditions of the issuer include those specified on the Night-In Pack Voucher.
10. The Night-In Pack Offer is not valid in conjunction with any other promotional offer. The Night-In Pack Offer will be available only during the Promotional Period.
11. The Night-In Pack Voucher cannot be redeemed at any Woolworths Petrol Stores, Woolworths MetroGo (including all Ampol Woolworths or co-branded Woolworths MetroGo stores and fuel outlets), or on Woolworths Online.

### **Claim Form and Proof of Purchase**

12. Claims are deemed to be received at the time of receipt by the Promoter and/or the Promoter's agent, as applicable, of the Claimant's Online NI Claim Forms and Proof of Purchase. Records of the Promoter and/or its agent are final and conclusive at time of receipt.
13. Claims received without the Proof of Purchase, and Claims received after 5.00pm AEST on August 13<sup>th</sup> 2021, will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Claims will also be deemed invalid.
14. Up to a total of 2 Claims in the Night-In Pack Offer are permitted per Claimant, subject to the following:
  - a) only 2 Claims permitted for each Eligible Philips Product purchased; and
  - b) a separate Online Claim Form for each product purchased must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form.
15. The Promoter reserves the right to validate and check the authenticity of a Claim or Proof of Purchase, 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.
16. Claimants must retain their original Proof of Purchase to claim their Night-In Pack Offer.
17. 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 Night-In Pack Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
18. The Promoter's decisions are final and no correspondence will be entered into.

### **Eligible Philips Airfryer Products and Night-In Pack**

19. Eligible Philips Product are as follows:

- a) HD9651/91 Philips XXL Digital Airfryer
- b) HD9650/93 Philips XXL Digital Airfryer
- c) HD9630/21 Philips XXL Analog Airfryer

Purchasers of an Eligible Philips Product (as listed above) are entitled to one unit of Night-In Pack comprising of:

- a) McCain Pub Style Fries Super Crispy 750g – 2 units
- b) McCain Pub Style Wedges 750g – 2 units
- c) McCain Pizza Slices – Cheese & Bacon – 1 unit
- d) McCain Pizza Slices – Meatlovers – 1 unit

20. Claimants who have provided a valid email address and valid Online NI Claim Form will receive confirmation by email that they have successfully qualified for the Night-In Pack Offer. SMS notification will be sent to Claimants who have provided a valid mobile phone number.
21. The Night-In Pack Voucher cannot be transferred, exchanged for cash, credit or any other product, or claimed at point of purchase.

### **Liability**

22. 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*, as well as any other implied warranties under the *Australian Securities and Investment Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia.
23. 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 indirect, special or consequential, loss or damages (including loss of opportunity, loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of savings, loss of reputation, loss of use and/or loss or corruption of data), howsoever arising whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
24. Except for any liability that cannot be excluded by law, to the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) will not be liable to any Claimant, and the Claimant waives all claims and/or rights that it may have against the Promoter (and/or its respective officers, employees and agents) and releases the Promoter (and/or its respective officers, employees 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 the Promotion, including, but not limited to, where arising out of the following:
  - a) any breach of these Terms and Conditions by the Claimant;
  - b) any third party claims in relation to the Promotion;
  - c) any Force Majeure Event;
  - d) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - e) any theft of any Eligible Philips Product or Welcome Pack, unauthorised access or third party interference in the Promotion;
  - f) Claims that are 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
  - g) any tax liability incurred by a Claimant except to the extent the relevant liability was caused by the Promoter's negligent act or negligent omission.

25. 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 on 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.
26. Any costs incurred by the Claimant associated with claiming the Night-In Pack Offer, including accessing the Philips' website, telephone enquiries in relation to the Night-In Pack Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

### **Privacy**

27. The Promoter may collect personal information ("PI") 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 Claimants providing this PI and without this PI, Promoter cannot process the Claim. Personal Information will be handled in accordance with the Promoter's privacy policy (available at [www.philips.com.au/privacypolicy](http://www.philips.com.au/privacypolicy)) which is incorporated into these Terms and Conditions. Claimants should direct any request to access, update or correct any information or to opt out of receiving any communications to the Promoter. Each Claim Form becomes the property of the Promoter.

### **General**

28. Failure by the Promoter to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.
29. Claimants are responsible for any and all expenses it suffers or incurs in participating in the Promotion.
30. The Promoter accepts no responsibility for any variation in price of the Eligible Philips Products from retailers and suppliers.
31. 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.
32. If the Promotion is affected in any way by a Force Majeure Event, and/or the Promoter is unable to carry out its obligations under these Terms and Conditions as a result of a Force Majeure Event, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion, and the Promoter will notify Claimants accordingly. **Force Majeure Event** means any event or circumstance which is unforeseeable and/or beyond the Promoter's 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.

33. These Terms and Conditions may be amended or replaced from time to time by the Promoter in its sole discretion and the Promoter will notify you as soon as reasonably practicable following such amendment or replacement.
34. These Terms and Conditions are governed by the laws of New South Wales. By participating in the Promotion, Claimants 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 these courts.

**Promoter**

35. The Promoter is Philips Domestic Appliances Australia Pty Ltd (ABN 42 642 296 393) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Online NI Claims will be processed by Net Response (ABN 61 074 595 887) of PO Box 6422, Norwest BC, NSW 2153.

For more information about this Promotion, call 02 9912 4490; email [Night-In Pack@philipspromotions.com.au](mailto:Night-InPack@philipspromotions.com.au) or visit [www.philips.com.au/promotions](http://www.philips.com.au/promotions).