

## TERMS & CONDITIONS: PHILIPS ORAL HEALTHCARE CHRISTMAS CASH BACK PROMOTION 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 [www.philips.co.nz/privacypolicy](http://www.philips.co.nz/privacypolicy)), and the Claim form (“Claim Form”) contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Oral Healthcare 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

2. The Promotion commences at 09.00am NZST on 22 October 2018 and ends 11:59pm NZST on 24 December 2018 (“Promotional Period”). All Claim Forms must be submitted by 5.00pm NZST on 31 January 2019.

### Eligibility and Participation

3. Cash Back Offer is only open to individuals who are New Zealand 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 New Zealand retail store during the Promotional Period and follow the steps below. Trade seconds products are excluded. Purchases through dental practices are not participating retail stores for this promotion.
  - b) visit [www.philips.co.nz/promotions](http://www.philips.co.nz/promotions) and:
    - (i) create a Philips 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.
- 6. The above steps must be completed and the Online Claim Form & Proof of Purchase submitted by 5.00pm NZST on 31 January 2019; Note the Claim process will be turned off from 5.00pm NZST on 31 January 2019 and online claim submissions after this date will not be processed.
- 7. Payment of the Cash Back Amount will be made via Visa Gift Card, which will be mailed via New Zealand Post, once the Claim has been validated by the Promoter. Please allow 28 business days from the time of submitting your Online Claim Form for the Visa Gift Card to arrive. 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 name and accurate delivery address. The Promoter will not be responsible for any incorrect information leading to the inability to deliver the Visa Gift Card.
- 8. 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**

- 9. 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 NZST on 31 January 2019 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.
- 13. 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**

16. The Eligible Philips Products and the corresponding cash back values are as follows:
  - a) 1 x Philips Sonicare DiamondClean Pink & Black Bundle Pack HX9368/35 entitles a Claimant to \$100 cash back
  - b) 1 x Philips Sonicare DiamondClean & AirFloss Ultra Bundle Pack HX8391/02, HX8491/03 entitles a Claimant to \$100 cash back
  - c) 1 x Philips Sonicare DiamondClean Smart HX9924/06, HX9954/56 entitles a Claimant to \$50 cash back
  - d) 1 x Philips Sonicare DiamondClean HX9312/04, HX9332/04, HX9352/04, HX9362/67, HX9372/04 entitles a Claimant to \$50 cash back
  - e) 1 x Philips Sonicare AirFloss Ultra HX8331/01, HX8331/02, HX8431/03 entitles a Claimant to \$30 cash back
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 Visa Gift Card to the address stated on the Claimant’s Online Claim Form. The Claimant is responsible for providing the correct delivery address. Visa Gift Card will be issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984.
19. 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 any rights Claimants may have under the Consumer Guarantees Act, the Fair Trading Act, or any 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.

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.co.nz/privacypolicy](http://www.philips.co.nz/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 Philips Privacy Policy website. Each Claim Form become 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.**

25. 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 71104, ROSEBANK AUCKLAND 1348 NEW ZEALAND.

For more information about this Promotion, call 0800 818 888; email [cashback@philipspromotions.co.nz](mailto:cashback@philipspromotions.co.nz) or visit [www.philips.co.nz/promotions](http://www.philips.co.nz/promotions).