

PHILIPS

Pasta Maker



The Promotion commences at 07.00am ADST on 01 February 2019 and ends 11:59pm ADST on 31 December 2019 (Promotional Period). All Claim Forms must be received by 5.00pm ADST on 31 March 2020.

TERMS AND CONDITIONS FOR PHILIPS PASTA NOODLE MAKER LEAVE A REVIEW CAMPAIGN PROMOTION PERIOD: 01 FEBRUARY 2019 – 31 DECEMBER 2019.

PROMOTER: PHILIPS SAECO AUSTRALIA PTY LTD (ABN 87 124 670 917)

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.com.au/a-w/privacy-notice.html>) contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Avance Pasta Noodle Maker Leave a Review Campaign ("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 receive the eGift card, individuals must have purchased an eligible Philips Brand product listed below ("Eligible Products") from an Australian retailer store or online store between 07:00am ADST 01 February 2019 and 11:59pm ADST on 31 December 2019 ("Purchase Period"). All email claims/redemptions must be received by 05:00pm ADST on 31 March 2020. For the removal of doubt, internet sales via auction sites like eBay or similar are excluded from this offer. Trade seconds products are excluded.
3. This promotion is limited to the first 500 eligible redemptions only.
4. The promotion will end automatically once 500 eligible redemptions have been received or the promotion end date passes, whichever occurs first.

WHO CAN PARTICIPATE

5. Promotion is only open to individuals who are Australian residents 18 years and above ("Claimant") who submit a valid email 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.
6. 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 1st cousin.

ELIGIBLE PRODUCTS AND PAYMENT

7. The Philips Avance Pasta Noodle Maker Leave a Review Campaign is only valid for purchases of the following Eligible Products:
 - a) 1x Philips Avance Pasta and Noodle Maker HR2375/13 entitles the claimant to receive 1x \$25 Coles Group eGift Card

EGIFT CARD

8. The Promotion offers Claimants the opportunity to receive a \$25 Coles Group eGift Card ("Voucher") in return for submitting a validated positive or negative review of Eligible Products purchased during the Promotional Period. The Voucher terms of use can be accessed on the following website <http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>

CLAIMING PROCESS

9. To be eligible to claim the eGift card, Claimants must undertake the following steps:
 - a) Purchase an Eligible Product;
 - b) Visit www.philips.com.au/HR2375

You must use this link for tracking and validation

- c) Complete a positive or negative review
 - d) You will receive an email stating 'your review has been approved'
 - e) Forward this email with your name and best contact number to pasta@philipspromotions.com.au
 - f) Your eGift card will be emailed to you within 15 working days.
 - g) Incomplete, indecipherable or illegible claims will be deemed invalid.
10. Claimants must use the website link (www.philips.com.au/HR2375) for tracking and validation. Reviews completed by going to www.philips.com.au and searching for the product code will be ineligible and excluded from this promotion.
 11. Strictly one (1) review per person per eligible product purchased.
 12. 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.

13. 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.

EGIFT CARD PROCESS

14. eGift cards will only be issued once the Promoter receives: (a) the email with the completed steps of the claiming process.
15. The eGift card will be emailed to the email address that you submit the claim process from within 15 working days from receipt of the claim.
16. Claimants must ensure that all personal details provided are correct. The Promoter will not be responsible for any charges or any costs associated with using the eGift card.

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 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.
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 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 emailing the Claim 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.com.au/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 eGift Card 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.

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 6422, BAULKHAM HILLS BC NSW 2153.

For more information about this Promotion, call 02 9912 4490 (Australia)