

**PHILIPS**

# Receive up to \$100 CASH BACK\*

Offer ends 1<sup>st</sup> September 2024



\*The Promotion commences at 09.00am NZST on 1st August 2024 and ends 11:59pm NZST on 1st September 2024 (Promotional Period). All Claim Forms must be received by 5.00pm NZDT 7th October 2024.

## PHILIPS CASH BACK PROMOTION (NEW ZEALAND)

### TERMS AND CONDITIONS

1. These Terms and Conditions, and the Claim Form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips 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 9:00 am NZST on 1 August 2024 and ends 11:59pm NZST on 1 September 2024 ("Promotional Period"). All Claim Forms must be received by 5:00 pm NZDT on 7 October 2024.

### 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 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.

### 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 18) from any participating New Zealand 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 Stores and 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 or sign in to your existing account;
    - ii) register your product;
    - iii) complete all fields on the official Online Claim Form ("Online 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.
6. The above steps must be completed and the Online Claim Form and Proof of Purchase submitted by 5:00pm NZDT on 7 October 2024. Note: The claim process will be turned off from 5:00pm NZDT on 7 October 2024 and online 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 correct BSB and bank account number. The Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.

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. Online Claim Forms received without the Proof of Purchase and Online Claim Forms received after 5:00pm NZDT on 7 October 2024 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 product purchased 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. If the Promoter becomes aware, or has reason to suspect, that the Claimant is fraudulently using or misusing the Cash Back Offer, the Promoter reserves the right, in its sole discretion, to refuse the Claim and disqualify the Claimant from the Cash Back Offer and any future offers.
14. Claimant acknowledges and agrees that where the Eligible Philips Product is returned to a retailer following the Claimant's receipt of the Cash Back Amount, Claimant will be liable to repay any Cash Back Amount received in relation to that Eligible Philips Product to the Promoter, except where the Claimant has returned the Eligible Philips Product as a result of it not complying with one or more of the consumer guarantees as set out in the New Zealand Consumer Law.
15. Claimants must retain their original Proof of Purchase to claim their Cash Back Offer.
16. 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 receipts must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
17. The Promoter's decisions are final and no correspondence will be entered into.

### ELIGIBLE PRODUCTS AND PAYMENT PROCESS

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

**PHILIPS**

Receive up to

**\$100  
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**MALE GROOMING**

- a) 1x Shaver Series 9000 Prestige SkinIQ (Refresh) SP9883/35 or SP9830/26 entitles a Claimant to \$100 cash back;
- b) 1x Philips Shaver Series 9000 SkinIQ, charging stand with light S9987/54 entitles a Claimant to \$50 cash back; and
- c) 1x Philips Shaver Series 9000 SkinIQ S9985/50 entitles a Claimant to \$50 cash back.

**ORAL HEALTH CARE**

- a) 1x Philips Sonicare DiamondClean 9000 Electric Toothbrush, White with A3 brush head HX9912/63 entitles a Claimant to \$70 cash back;
- b) 1x Philips Sonicare DiamondClean 9000 Electric Toothbrush, Black with A3 brush head HX9914/75 entitles a Claimant to \$70 cash back;
- c) 1x Philips Sonicare DiamondClean 9000 black + DiamondClean9000 Pink Electric Toothbrush, Bundle Pack HX9914/59 entitles a Claimant to \$80 cash back;
- d) 1x Philips Sonicare Power Flosser 7000 Ultimate system HX3921/42 entitles a Claimant to \$80 cash back;
- e) 1x Philips Sonicare Power Flosser 7000 HX3911/42 entitles a Claimant to \$30 cash back;
- f) 1x Philips Sonicare Cordless Power Flosser White HX3826/31 entitles a Claimant to \$30 cash back;
- g) 1x Philips Sonicare Cordless Power Flosser Black HX3826/33 entitles a Claimant to \$30 cash back;
- h) 1x Philips Sonicare Power Flosser 3000 HX3711/22 entitles a Claimant to \$30 cash back;
- i) 1x Philips Sonicare Power Flosser 3000 White HX3806/31 entitles a Claimant to \$30 cash back; and
- j) 1x Philips Sonicare Power Flosser 3000 Black HX3806/33 entitles a Claimant to \$30 cash back.

**BEAUTY**

- a) 1x Philips Lumea 9000 Series, IPL Hair Removal Device BRI957/00 or BRI956/00 entitles a Claimant to \$100 cash back.
19. Subject to Clause 11, for every valid Online Claim Form received the Claimant will receive the Cash Back Amount ("Cash Back Amount") that corresponds to the model number of the Eligible Philips Products listed in Clause 18 above.
20. 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. SMS notification will be sent to Claimants who have provided a valid mobile phone number.
21. The Cash Back Amount cannot be transferred, exchanged for 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* (Cth), as well as any other implied warranties under the *New Zealand Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of New Zealand (**Non-Excludable Guarantees**).
23. Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms and Conditions for any consequential loss, special or indirect loss, real or anticipated loss

of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

24. 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.
25. 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.
26. A party's liability for any liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.

**PRIVACY**

27. The Promoter collects, uses and handles Personal Information ("PI") in accordance with Philips' Privacy Policy (available at [www.philips.co.nz/privacypolicy](http://www.philips.co.nz/privacypolicy)). 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 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**

28. 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 BC, NSW 2153.
29. The Promoter may, at any time and in its sole discretion, vary these Terms and Conditions by publishing the varied terms and conditions on its website and any collateral attached to the Promotion. By submitting a Claim after the varied terms and conditions have been published, the Claimant is deemed to have accepted any such varied terms and conditions. For the avoidance of doubt, the varied Terms and Conditions will not apply to Claims submitted under previous versions of the Terms and Conditions.

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).