

PHILIPS

ZOOM!

In Chair Professional Whitening

Philips Zoom cash back

The Promotion commences at 09.00am AEDT on 1 November 2019 and ends 11:59pm AEDT on 31 January 2020 (Promotional Period). All Claim Forms must be received by 11.59pm AEDT on 4 February 2020.

TERMS & CONDITIONS: PHILIPS ZOOM IN-CHAIR WHITENING \$50 CASH BACK PROMOTION AUSTRALIA 2019

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 Zoom Whitening \$50 In-Chair Cash Back Promotion ("Promotion" or "Cash Back Offer"). Information on how to make a claim and how to 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 AEDT on 1 November 2019 and ends 11.59pm AEDT on 31 January 2020 (Promotional Period). All Claim Forms must be received by 11.59pm AEDT on 4 February 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 Dental Practitioners 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:
 - (i) Receive a Philips Zoom In-chair whitening treatment from any Australian Philips Zoom dental provider during the Promotional Period (a local provider can be found on www.philips.com.au/zoom). Take-home or touch up between treatment whitening products are excluded.
 - (ii) The dentist will provide the patient the treatment and during the appointment will provide the patient a unique code that must be retained. The code is composed by 2 digits plus 7 digits and must be valid in the current promotional year.
 - (iii) After the treatment, visit www.philips.com.au/zoomcashback and complete all mandatory fields by submitting the Claimant's full name, date of birth, residential address, email address, gender, the dental practice where the treatment was received and the unique code.
 - (iv) The Claim Form will be received, reviewed and validated.
 - (v) The Claimant will receive a confirmation email that the Cash Back Claim was received.
6. The above steps must be completed and the Form submitted by 11.59pm AEDT on 4 February 2020. Claim submissions received after this date will not be processed.
7. Payment of the Cash Back Amount will be made by Cheque to the provided address in the Claim. 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 address. The Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies. Allow approximately 3-4 weeks from the time the Promoter takes receipt of the Claimant's Claim Form for the Cheque to be made out to Claimant.
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. 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, Claims received without the unique code and received after 11.59pm AEDT on 4 February 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 1 Claim in the Cash Back Offer is permitted per Claimant.
12. The Promoter reserves the right to validate and check the authenticity of the Claim 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 in the case that Philips requests further verification of the receipt.
14. Failure to produce the Philips Zoom unique barcode 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), in case it is requested for verification, must clearly specify the dental practice name, Claimants name, purchase date and whitening item code.
15. The Promoter's decisions are final and no correspondence will be entered into.

PAYMENT PROCESS

16. Claimants who have provided a valid email address and valid Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer.
17. The Cash Back Amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

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 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.
20. 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, or mailing the Claim Form 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 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 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

22. The Promoter is Discus Dental Australia Pty Limited ABN 87 115 612 676 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, 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.