

**Terms and Conditions for AUSTRALIA Philips Beauty 90 Day Money Back Guarantee Promotion
Period: 1 August 2017 – 31st July 2018. Promoter: Philips Electronics Australia Limited (ABN 24
008 445 743)**

Terms and Conditions

1. Instructions on how to claim the refund forms part of these Terms and Conditions. Participation in this claim is deemed acceptance of these Terms and Conditions. Claim not valid in conjunction with any other offer (to the extent permitted by law).
2. Claims are only open to Australian residents aged eighteen (18) years or over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this money back guarantee are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or 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.
3. To be eligible to claim a refund, individuals must have purchased an eligible Philips Beauty product listed below ("**Eligible Products**") from an Australian retailer store, or Australian online store between 1 August 2017 and 11.59pm AEST on 31 July 2018 ("**Promotion Period**"). For the removal of doubt, internet sales via auction sites like eBay or similar are excluded from this offer. The Philips Beauty 90 Day Money Back Guarantee is only valid for purchases of the following Eligible Products: Epilators: BRE652, BRE650, BRE640, BRE630, BRE620, BRE610; Lady Shavers: BRL180, BRL170, BRL140; & Lumea: BRI956, BRI863, SC2009, SC2008, SC2006, SC2007, SC1999, SC1997, SC1983, SC1981. The Philips Beauty 90 Day Money Back Guarantee is valid for 90 days from the date of purchase as specified on the purchase receipt.

Claiming Process

4. Customers have up to 90 days, from the date of purchase to trial the Eligible Product. During this period if the customer is not completely satisfied by the performance of the Eligible Product the customer must phone Australia (02) 9912 4490 to obtain a Return Authorisation Number. Customers must have trialed the Eligible Product for at least 70 days (Lumea IPL) or at least 30 days (lady shaver and epilator) prior to obtaining a Return Authorisation Number. The Return Authorisation Number must be obtained within 90 days from date of purchase of the Eligible Product and then customers have a further 30 days to return the Eligible Product. Refunds will only be valid if the Eligible Product is received by the Promoter within these time periods.
5. To be eligible to claim for a refund, claimants must undertake the following steps:
 - a) download a Money Back Guarantee claim form from www.philips.com.au/promotions or obtain a copy from the participating store;
 - b) obtain a Return Authorisation Number by calling a customer service representative during business hours on (02) 9912 4490
 - c) complete the Money Back Guarantee claim form, inputting the Return Authorisation Number; and
 - d) return the Eligible Product (in its original packaging) along with the fully completed Money Back Guarantee claim form and the original purchase receipt to Net Response: PO Box 6422 Baulkham Hills BC NSW 2153. Incomplete, indecipherable or illegible claims will be deemed invalid. **Claimant is responsible for postage costs, please see clause 11.**
6. 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 Promotion Period but prior to submitting a claim.
7. 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.

8. Any cost associated with accessing the Internet is the claimant's responsibility and is dependent on the Internet service provider used.

Refund Process

9. Refunds will only be issued once the Promoter receives: (a) the Eligible Product (in its original packaging); (b) the original purchase receipt; and (c) the completed Money Back Guarantee claim form inclusive of the Return Authorisation Number. Refunds will be issued by either:
 - a. cheque for those claimants who elect to receive their refunds via this method, as indicated on their Money Back Guarantee claim form; or
 - b. EFT (electronic funds transfer) for those claimants who elect to receive their refund via this method, as indicated on their Money Back Guarantee claim form.
10. Claimants must ensure that all personal details provided are correct. Claimants are responsible for providing full and accurate bank account details (if electing refund by EFT) or their full and accurate name (if electing refund by cheque). The Promoter will not be responsible for a banking institution rejecting a cheque or EFT payment, or any costs associated with locating any lost monies. Please note it will take about 8 weeks to receive the money back.

Customer to Pay for Postage Costs

11. **Postage costs for the return of the Eligible Product are the full responsibility of the claimant and will not be refunded.** Whilst it is not required, the Promoter suggests the claimant use registered post. Unless expressly stated within these Terms and Conditions, all other expenses are also the responsibility of the claimant.

Changes to Offer

12. 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.
13. 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 and any loss or damage arising out of the following: (a) any theft, unauthorised access or third party interference; (b) 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 (c) any tax liability incurred by a claimant.
14. 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.

Privacy

15. The Promoter collects personal information ("PI") in order to conduct the claim and may, for this purpose, disclose PI to third parties, including but not limited to agents, contractors, service providers and refund suppliers. Claim is conditional on providing this PI. All personal details of the claimant will be stored by Philips and are subject to Philips Privacy Policy, see

www.philips.com.au/privacypolicy. If the claimant opts-in to receive Philips communications and consents to the use of their information for marketing purposes by ticking the opt-in box at the time of submitting an 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. A request to access, update or correct any information can be made through the Philips Privacy Policy website. All claims become the property of the Promoter. Unless otherwise indicated by Promoter, Promoter may disclose PI overseas. By claiming, individuals consent to the overseas transfer on these terms.