

TERMS & CONDITIONS: PHILIPS KITCHEN APPLIANCES MOTHER'S DAY CASH BACK PROMOTION AUSTRALIA (ONLINE CLAIM)

1. These Terms and Conditions, together with the Philips Privacy Policy which is incorporated by reference into these Terms and Conditions (and available at www.philips.com.au/privacypolicy), and the Online Claim Form contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Kitchen Appliances Mother's Day 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.

Promoter

2. 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, BAULKHAM HILLS BC NSW 2153.

Promotional Period

3. The Promotion commences at 09.00am AEDT on 31st March 2017 and ends 11:59pm AEST on 31st May 2017 ("**Promotional Period**"). All Online Claim Forms must be submitted by 5.00pm AEST on 14th June 2017.

Eligibility and Participation

4. The Cash Back Offer is only open to individuals who are residents of Australia 18 years and above ("**Claimant**"). Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

5. 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.

6. To submit an online claim in the Cash Back Offer ("**Claim**"), the Claimant must:

- a) purchase an Eligible Philips Product(s) (as set out in Clause 12) from any Australian retail store during the Promotional Period. Trade seconds products are excluded.
- b) visit www.philips.com.au/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.

The above steps must be completed and the Online Claim Form & Proof of Purchase submitted by 5.00pm AEST on 14th June 2017; Note the Claim process will be turned off from 11:59PM AEST on 14th June 2017 and online claim submissions after this date will not be processed.

Cash backs will be awarded 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.

Online Claim Form and Proof of Purchase

7. Online Claim Forms are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt. The Promoter and its associated agencies or companies accept no responsibility for lost, late, incomplete, indecipherable or illegible or misdirected Claims.

8. Online Claim Forms received without the proof of purchase and Online Claim Forms received after 5.00pm AEST on 14th June 2017 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible (in the case of late cash back claims), Claims will also be deemed invalid.

9. The Promoter reserves the right to validate and check the authenticity of the Online 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.

10. Claimants must retain their original proof of purchase to claim their Cash Back Offer.

11. 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.

Cash Back Offer

12. The Cash Back Offer is not valid in conjunction with any other promotional offer.

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

- a) 1 x Philips Airfryer XL HD9240/30 or HD9240/90 entitles a Claimant to \$50 cash back.
- b) 1 x Philips Airfryer Turbostar HD9621/11 entitles a Claimant to \$50 cash back.
- c) 1 x Philips Airfryer Digital Turbostar HD9643/17 entitles a Claimant to \$50 cash back.
- d) 1 x Philips Pasta & Noodle Maker with built in auto weigh HR2358/06 entitles a Claimant to \$50 cash back.
- e) 1 x Philips Pasta & Noodle Maker HR2357/06 entitles a Claimant to \$30 cash back.
- f) 1 x Philips All-In-One Cooker HD2178/72 entitles a Claimant to \$50 cash back.

14. The Cash Back Offer will be available only during the Promotional Period.

15. Every valid Online Claim Form received will receive the cash back amount that corresponds to the model number of the Eligible Philips Products listed in Clause 12 above ("**Cash Back Amount**").

16. Payment of the Cash Back Amount will be made Electronic Funds Transfer payment ("**EFT**") to the account identified on the Claimant's Online Claim Form. The Claimant is responsible for providing the correct Bank BSB and Bank Account Number and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.

17. 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.

18. Up to a total of 5 Claims in the Cash Back Offer are permitted per household, subject to the following:

- a) Only 1 Claim permitted for each Eligible Philips Product purchased; and
- b) A separate Online Claim Form for each must be submitted for each Eligible Philips Product in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form.

19. The Cash Back Amount cannot be transferred, exchanged for any other product or obtained by means other than EFT.

Miscellaneous

20. Any tax liability arising as a result of accepting any Cash Back Amount is the responsibility of the Claimant.

21. The Promoter's decisions are final and no correspondence will be entered into.

22. Any costs incurred by the Claimant associated with claiming the Promotion, including accessing the Philips' website, telephone enquiries in relation to the Promotion, and submitting the Online Claim Form are the sole responsibility of the Claimant.

23. 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 Online 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.

Liability and indemnity

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. If this Promotion 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, acting reasonably, to the fullest extent permitted by law: a) to disqualify any Claimant; or b) to modify, suspend, terminate or cancel the Promotion (or any part of the Promotion), as appropriate.

Privacy

26. The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips' Collection Statement and 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. Please visit (insert link) for more information about how Philips collect, store and use PI.

Promoter

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For more information about this Promotion, call 02 9912 4490, or email cashback@philipspromotions.com.au visit www.philips.com.au/promotions.