

NightBalance 45 day money back guarantee

PHILIPS FULL TERMS & CONDITIONS

PHILIPS NIGHTBALANCE 45 DAY MONEY BACK GUARANTEE (AUSTRALIA)

1. TERMS AND CONDITIONS

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/privacynotice.html>), and the money-back guarantee claim form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips NightBalance 45 Day Money Back Guarantee ("Promotion").

Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

A claim under this Promotion is not valid in conjunction with any other offer (to the extent permitted by law).

2. PROMOTIONAL PERIOD

To be eligible to claim a refund, individuals must have purchased an eligible Philips product listed below ("Eligible Products") from an authorised Australian reseller or Philips Sleep Services centre, between 31 January 2022 and 16 December 2022 ("Promotional Period"). All Claim Forms must be received within 45 days of their purchase.

The Philips NightBalance 45 Day Money Back Guarantee is valid for 45 days from the date of purchase, as specified on the purchase receipt.

The Promoter reserves the right to amend or cancel the terms of this Promotion without notice. Any valid claims submitted at the time of any cancellation will be honoured by the Promoter.

3. ELIGIBILITY AND PARTICIPATION

The Promotion is only open to individuals who are Australian residents, aged 18 years and above, and who have been prescribed therapy by a registered sleep physician ("Claimant"). In order to be eligible for the Promotion, Claimants must submit a valid claim in accordance with these Terms and Conditions ("Claim"). This Promotion is not open to purchases made by Ezy Pay.

To enter, Claimants must purchase and pay in full for an "Eligible Product" during the Promotional Period and submit a Claim Form in accordance with any terms as set out in the Claim Form.

Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

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 first cousin.

4. ELIGIBLE PRODUCTS

The Philips NightBalance 45 Day Money Back Guarantee is only valid for purchases of the "Eligible Products". The Eligible Products are listed below and must be purchased from an authorised Australian reseller or Philips Sleep Services centre during the Promotional Period. Factory seconds or refurbished purchases are excluded from the Promotion.

Eligible Products: L2AP01AU Philips NightBalance AU

Philips accessories are excluded from this Promotion.

For the avoidance of doubt, internet sales via auction sites like eBay or similar and trade seconds products are excluded from this offer. Any product purchased using loyalty reward points such as Qantas Frequent Flyer, Flybuys or similar are not eligible for a refund.

5. CLAIMING PROCESS

To be eligible to claim for a refund, Claimants must undertake the following steps:

- a) Trial the Eligible Product for at least 21 days from date of purchase (including 9 days of therapy acclimatisation), but no more than 30 days;
- b) If the Claimant is not completely satisfied by the performance of the Eligible Product, the Claimant must:
 - a. Register and Download a Claim Form from www.philips.com.au/promotions/nightbalance;
 - b. Complete all fields on the Claim Form with the Claimant's personal information together with a clear and legible scan or photo of the fully paid purchase receipt or tax invoice indicating store name, receipt number, date of purchase, model/items purchased, and amount paid ("Proof of Purchase") for the Eligible Products;
 - c. Obtain a Return Authorisation Number by calling a customer service representative during business hours on (02) 9912 4490; the Return Authorisation Number must be obtained within 30 days from date of purchase of the Eligible Product and then customers have a further 15 days to return the Eligible Product, allowing for a 45 day Money Back Guarantee. Refunds will only be valid if the Eligible Product is received by the Promoter within these time periods.
 - d. Complete the Claim Form, inputting the Return Authorisation Number; and Return the Eligible Product (undamaged, with all componentry and in its original packaging) along with the fully completed Claim Form and the original purchase receipt to: **Philips NightBalance 45 Day Money Back Guarantee, PO Box 6422, Norwest NSW 2153.**
- c) The above steps must be completed, and the returned Eligible Product, Claim Form and Proof of Purchase must be received by 5:00pm AEST/AEDT within 45 days of the date of purchase. Claims received after this date will not be processed.
- d) Incomplete, indecipherable or illegible Claims will be deemed invalid. If the Eligible Product is returned damaged, broken, incomplete or missing componentry, the Claim will also be deemed invalid. Where the Eligible Product is returned without certain componentry or parts, Philips may, in its sole discretion, contact the Claimant and advise the Claimant of the missing componentry or parts and request the return of such componentry or parts in order to validate the Claim.
- e) Claimants must retain their original Proof of Purchase and the Eligible Product packaging for the purposes of submitting a Claim. Failure to produce the Proof of Purchase when requested by the Promoter may, at the absolute discretion of the Promoter, result in invalidation of a Claimant's Claim and forfeiture of any right to money back or a refund.
- f) 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), to validate and check the authenticity of the Claim Form and Proof of Purchase, 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. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with Proof of Purchase will be deemed void. 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. The Promoter's decisions are final and no correspondence will be entered into.

- g) Any tax liability arising as a result of accepting this promotion is the responsibility of the Claimant. Any costs incurred by the Claimant associated with returning the Eligible Product and making a Claim, including accessing the Philips' website, telephone enquiries in relation to the Promotion, and mailing the Eligible Product are the sole responsibility of the Claimant.
- h) Postage and delivery 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. The Promoter and its associated agencies or companies accept no responsibility for lost, late, incomplete, indecipherable, or illegible or misdirected forms.

6. REFUND PROCESS

Refunds will only be issued once the Promoter receives:

- a) the Eligible Product (undamaged, with all componentry and in its original packaging);
- b) the Proof of Purchase; and
- c) the completed Claim Form inclusive of the Return Authorisation Number.

Refunds will be issued by EFT (Electronic Funds Transfer) via a third party. Claimants are responsible for and must ensure that all personal details provided, including bank account details and full name, are correct. Payments to wrongly nominated bank accounts will be the sole responsibility of the Claimant and may not be refunded or repaid. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

Please allow approximately 3 – 4 weeks from the time the Promoter takes receipt of the Claimant's Claim Form for payment of the refund amount to be made.

The refund amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

CHANGES TO OFFER

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 any event of Force Majeure, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate, or cancel the offer, as appropriate.

In this clause, **Force Majeure** means any event or circumstance beyond the Promoter's reasonable control including, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, epidemics and pandemics, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.

LIABILITY AND INDEMNITY

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 *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot be excluded by law. Neither the Promoter or the Claimant will be liable for any indirect, special or consequential, loss or damages (including loss of opportunity, loss of profit, loss of data and loss of benefit), arising in any way out of the Promotion. The Promoter excludes all liability for, and the Claimant releases and discharges the Promoter in respect of, any loss or damage arising out of the following:

- a) any technical difficulties or equipment malfunction that is not directly caused by the Promoter's acts or omissions;
- b) any theft, unauthorised access or third party interference;
- c) any 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.

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

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 our third party processor, agents, contractors and other service providers and to any Government authorities and agencies as permitted or required under applicable privacy laws. Entry into the Promotion and receipt of the Claim Form is conditional on Claimants providing this PI and without this PI, the Promoter cannot process the Claim. 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.

If any provisions of these Terms and Conditions are held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms and Conditions in that jurisdiction is not affected. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.

PROMOTER

These Terms and Conditions will be interpreted in accordance with the laws of New South Wales, Australia. This Promotion shall be governed by and construed in accordance with the laws of New South Wales, Australia. The Promoter is Philips Electronics Australia Limited (ABN 24 008 445 743) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Claims will be processed by DMC Advertising Group Pty Ltd (ABN – 61 074 595 887), of PO Box 6422 NORWEST NSW 2153.

For more information about this Promotion, visit www.philips.com.au/promotions/nightbalance

Consumer Promotion support is available at: (02) 9912 4490