

TERMS & CONDITIONS: PHILIPS, “GO IN THE DRAW FOR A CHANCE TO WIN A PHILIPS HAMPER” PROMOTION.

Authorised under the following permits: NSW: LTPS/19/33947

- Terms and Conditions:** These Terms and Conditions (**Terms**), together with the Philips Privacy Policy which is incorporated by reference into these Terms (and is available at www.philips.com.au/privacypolicy) contain the entire understanding and agreement between Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 (the **Promoter**) and Participants of the Promotion (each a **Participant**) in relation to the ‘**Go in the draw for a chance to win a Philips hamper**’ promotion (the **Promotion**). By entering into the Promotion, pursuant to clause 5, the Participant is deemed to have accepted these Terms and the Philips Privacy Policy.
- Promotional Period:** The promotional period commences 20 May 2019 at 9.00am AEDT and ends on 14 June 2019 at 11.59pm AEDT (the **Promotional Period**). Participants must enter the Promotion between these dates to participate in the Promotion.
- Participants that do not adhere to the rules or specifications may be disqualified at the sole discretion of the Promoter. If a Participant uses fraudulent methods or otherwise attempt to circumvent the rules, the Participant may be disqualified at the sole discretion of the Promoter. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant identity, age and place of residence) and to disqualify any Participant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- Multiple Entries:** Participants must enter the Promotion in their own name. Multiple entries are strictly prohibited and each Participant may only enter the promotion one (1) time. Further entries by the Participant will be deemed invalid.
- How to enter and participation:** To enter, a Participant must, during the **Promotional Period**: 1. Join, and opt in to, the Philips email program by filling out a Facebook entry form (including providing its first name, last name, email address and location). The Facebook entry form will be sent by the Promoter through a dark post on Facebook to possible Participants (Males and females with healthy lifestyle interest) targeted for the purposes of the Promotion. 2. Click the opt in to the Philips email program button 3. Submit the fully completed Facebook entry form.

This Promotion is only open to individuals who are 18 years and above as of the date of entry. The Promotion is only open to legal residents of Australia and is void where prohibited by law. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate. By entering this Promotion, each Participant represents and warrants that it meets the eligibility requirements in these Terms.

Employees of the Promoter, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each, are not eligible to participate in the Promotion. Immediate family members include 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. The Promotion is subject to all applicable laws and regulations of Australia.

6. **Prizes:** The Promotion offers Participants the opportunity to win **1 x hamper pack that consists of multiple Philips Products (valued \$2,704) (each a Prize)**. By entering the Promotion, Participants are required to opt-in to the Philips email program, whereby Participants may, from time to time, receive emails from Philips on promotions, products and surveys. The Participant may, after validly entering the Promotion, opt out at any time by clicking the opt-out button on any email correspondence from Philips.
7. **If a Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, to the maximum extent permitted by law, it reserves the right to offer a substitute prize of equal value to the original Prize, subject to any directions from a regulatory authority.**
Any and all expenses incurred by Participant, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winners (defined below).

Prizes are not transferable and not redeemable for cash.

8. **Draw details:** The Draw will be a random selection by a Philips employee, using a barrel draw, from all valid entries received during the Promotional Period. The first entry drawn at random will win **1 x hamper of Philips Products (the Winner)**. The Draw will take place at 9:00am AEDT on 1 July 2019 at 65 Epping Road North Ryde NSW 2113, Australia.
9. **Notification:** The Winner will be notified via the email address that it provided in its entry within 48 hours of the Draw (**Notification Date**). The email will contain instructions on how to contact the Promoter and redeem the Prize.

The Promoter shall have no liability for a Winner's failure to receive any notification under this clause 9 due to Winner's security settings or for the Winner's non-functioning or incorrectly entered email account or profile (as the case may be).

10. **Unclaimed Prize and Second Draw:** If the Prize remains unclaimed 3 months after the Draw (**Redemption Period**), an alternative Winner (**Alternative Winner**) will be selected by way of a further draw (**Second Draw**) on 13 August 2019 at 9:00am AEST (**Second Draw Date**), at the same location, and in the same manner, as the original Draw. To the extent permitted by law, the Promoter may conduct the Second Draw without the need to seek approval from the relevant regulator in NSW, Australia. The Alternative Winner will be notified via the email address that it provided in its entry within 48 hours of the Second Draw Date (**Second Notification Date**).
11. **Second Redemption Period:** If clause 10 applies, the Prize may be claimed by the Alternative Winner within 15 business days of the Second Notification Date (**Second Redemption Period**). If the Alternative Winner does not claim the Prize within the Second Redemption Period, the Prize will be deemed to be forfeited and no longer capable of being claimed by the Alternative Winner. In such a case, it is up to the Promoter to decide, in its sole discretion, whether it will conduct any further draws to distribute the relevant Prize.
12. **Delivery:** The Prize will be delivered to the email address provided by the Winner in its entry within 28 days of the Notification Date or Second Notification Date, as the case may be (**Delivery Date**). To the maximum extent permitted by law, the Promoter will not be responsible for a delay in delivering the Prize by the Delivery Date where such delay has been caused by a third party or where the delay is beyond the reasonable control of the Promoter.

13. **Rights Granted:** By entering this Promotion, each Participant acknowledges and agrees that the Promoter, anyone acting on behalf of the Promoter, or their respective licensees, successors and assigns will have the right, to the maximum extent permitted by law, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, the Participant's entry, including, without limitation, the entry and Winner's name, for trade, advertising, public relations and promotional purposes without compensation to the Participant in accordance with these Terms (including the Philips Privacy Policy).
14. **Rights of the Promoter:** The Promoter reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Promotion should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, the Promoter may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter, subject to the requirements of any authority. The Promoter reserves the right at its sole discretion to disqualify any Participant who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Terms.

The Promoter has the right, in its sole discretion, so as to maintain the integrity of the Promotion, to void entries for breaching these Terms, including multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by these Terms or the use of bots, macros or scripts or other technical means to enter the Promotion.

15. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promoter's website, or the information on the website, or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves any rights it has at law, including but not limited to seeking damages, to the fullest extent permitted by law. Despite anything to the contrary, to the maximum extent permitted by law, if the Promoter suffers or incurs any loss, damage or costs in connection with any breach of these Terms or any other legal obligation by a Participant, the Participant agrees to indemnify the Promoter against such loss, damage and cost.
16. **Non-Excludable Guarantees:** Nothing in these Terms 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 Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
17. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
18. **Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to a Participant for, and the Participant indemnifies, waives and releases the Promoter in respect of all

liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:

- (a) any act or omission of the Participant;
- (b) any breach of these Terms by the Participant;
- (c) any Force Majeure;
- (d) any personal injury or loss or property loss or damage;
- (e) claiming the Prize;
- (f) use of the Prize in any way;
- (g) any theft of any Prize or unauthorised access or third party interference in the Promotion;
- (h) any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
- (i) any tax liability incurred by a Winner.

Despite anything to the contrary, to the maximum 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 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 an participants or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.

Any costs incurred by a Participant associated with participating in the Promotion, including accessing the Promoter's website or telephone enquiries in relation to the Promotion, are the sole responsibility of the Participant.

19. **Force Majeure:** If performance of the Promotion, provision or use of the Prize (or any part of it), or any obligation under these Terms is prevented, restricted, or interfered with by a Force Majeure, and if as a result the Promoter is unable to carry out its obligations or to provide the Participant with the Prize (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Promotion and/or, if necessary, provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give public notice of such an event and that the Promotion has been cancelled, terminated, modified or suspended. **Force Majeure** means any event or circumstance beyond the Promoter's reasonable control includes, 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, 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. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
20. **Privacy:** The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips' Privacy Policy (available at www.philips.com.au/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, service providers and refund suppliers. Entry into the Promotion is conditional on providing the personal information required in clause 5. By opting-in in clause 5, Participants acknowledge and agree that they consent to the PI contained in their entry 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 Participant, without any further reference or payment or other compensation to the Participant. Participants can opt-out of receiving this communication at any time by clicking the unsubscribe link in the relevant communication. All PI of the Participant will be stored by Koninklijke Philips N.V. and/or its affiliate companies and is subject to the Promoter's Privacy Policy. A request to access, update or correct any PI can be made via the Promoter's Privacy Policy website (available at www.philips.com.au/privacypolicy). All claims to access, update or correct any PI becomes the property of the Promoter. The Promoter may disclose PI overseas at its sole discretion.

21. **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
22. **Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Instagram, Facebook, Twitter and Pinterest. If a Participant uses social media to participate in the Promotion, the Participant understands that they are providing their information to the Promoter and not to any social media platform. Participants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Participant releases Instagram, Facebook, Twitter, Pinterest or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associated with the Promotion.
23. **Linked Sites:** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Participant's convenience only and the Participant agrees to access, use and otherwise deal with Linked Sites at their own risk.
24. **Online entries:** In the event that a dispute arises as to the identity of an online Participant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Participant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
25. **General:** Unless the contrary intention appears, a reference in these Terms or in any advertisement relating to this Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
26. **Amendments:** If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to modify the terms of the Promotion, including the Prizes and these Terms, subject to approval of the authorities in each State and Territory, where such approval is required and without penalty. These Terms may be amended or replaced from time to time if required

by any regulatory authority. The Participant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with this clause 26.

27. **Entire Agreement:** These Terms represent the entire agreement between the Promoter and any Participant (including the Winners) and supersede any prior agreement, understanding or arrangement between the Promoter and any Participant (including the Winners), whether oral or in writing.
28. **Representations:** To the extent permitted by law, the Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms.
29. **Jurisdiction:** These Terms are governed by the laws of New South Wales and the Commonwealth of Australia. Participants submit to the jurisdiction of the courts of New South Wales.
30. **Promoter:** The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 ("**Promoter**").
For more information about this Promotion, visit www.philips.com.au/promotions.

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