

Philips Terms & Conditions



30 Day Mask Satisfaction Promise ("Promotion")

If a patient returns an Eligible Product within 30 days of purchase due to an issue with how the mask fits them and acquires an alternative mask, Philips will replace the original mask in accordance with these terms and conditions.

Do not use this promotion for any quality concerns or damage related issues. Please contact Philips Customer Care Team on 1800 830 517.

1. TERMS AND CONDITIONS

- 1.1 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 mask satisfaction claim form ("**Claim Form**") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Promotion.
- 1.2 Submission of a claim into the Promotion is deemed to be an acceptance of these Terms and Conditions.
- 1.3 A claim under this Promotion is not valid in conjunction with any other offer (to the extent permitted by law).
- 1.4 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.

2. PROMOTIONAL PERIOD

- 2.1 To be eligible, individuals must have purchased an eligible Philips product listed below ("**Eligible Products**") from a participating Business Partner, between 5 April 2024 and 31 December 2024 ("**Promotional Period**").
- 2.2 The 30 Day Mask Satisfaction Promise is valid for 30 days from the date of purchase during which the purchased Eligible Product may be returned due to how the mask fits.
- 2.3 All Claim Forms must be submitted to the Promoter within 30 days of the return of the Eligible Product.

3. PARTICIPATION

- 3.1 The Promotion is open to authorised Australian resellers and pharmacies ("**Claimant**").
- 3.2 Before taking part in the Promotion Claimants must ensure their personnel have completed the mask fitting workshop held by Philips within the last 12 months.

4. ELIGIBILITY

- 4.1 In order to be eligible to claim a replacement mask ("**Claim**"), the Claim Form must be:-
 - a) for sales to an individual for personal use. Sales to corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible.

- b) for the return of an Eligible Product that was purchased from a Claimant during the Promotional Period, within 30 days of the purchase, as specified on the purchase receipt.
- c) Submitted by the Claimant to the Promoter within 30 days of the return. Claims received after this date will not be processed.

- 4.2 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.

5. ELIGIBLE PRODUCTS

- 5.1 Eligible Products must be purchased from a Claimant during the Promotional Period. Factory seconds, refurbished purchases, and accessories are excluded from this Promotion.
- 5.2 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.
- 5.3 The Promoter may update the types of masks offered available with prior notice

Eligible Products:

| Material Number | Product Description | Promotion Code Voucher |
|-----------------|---|------------------------|
| 1116700 | DreamWear Under The Nose Nasal Fitpack Mask | MG1116700 |
| 1142376 | DreamWear Under The Nose Nasal Set Up Pack Mask | MG1142376 |
| 1146468 | DreamWear Silicone Pillow Fitpack Mask | MG1146468 |
| 1146470 | DreamWear Silicone Pillow Set Up Pack Mask | MG1146470 |
| 1133375 | DreamWear Full Face Mask – Small | MG1133375 |
| 1133376 | DreamWear Full Face Mask – Medium | MG1133376 |
| 1133377 | DreamWear Full Face Mask – Large | MG1133377 |
| 1133378 | DreamWear Full Face Mask- Medium Wide | MG1133378 |
| 1137916 | DreamWisp Nasal Fitpack Mask | MG1137916 |
| 1090602 | Amara View Mask – Small | MG1090602 |
| 1090603 | Amara View Mask – Medium | MG1090603 |
| 1090604 | Amara View Mask – Large | MG1090604 |
| 1104940 | Pico Nasal Mask Fitpack | MG1104940 |

6. CLAIMING PROCESS

- 6.1 To submit a claim, Claimants must undertake the following steps:
- a) Login to your e-shop account and submit a request from "My Account Information" by selecting Mask Satisfaction Guarantee Request Form and click the "Submit Claim" button.
 - b) Complete all fields on the Claim Form.
 - c) Provide proof of transaction via purchase receipt for the Eligible Product, showing the amount paid, the store/ business name, product code for the Eligible Product that was purchased and date of the transaction ("**Proof of Purchase**"). Once a claim has been approved, the corresponding promotion code for the replacement product will be automatically added to your e-shop account basket. The claim may be combined with an order on your e-Shop. Delivery charges will apply unless the total order value qualifies for free delivery.
- 6.2 Incomplete, indecipherable or illegible Claims will be deemed invalid.
- 6.3 Claimants must retain a Proof of Purchase and the returned Eligible Product for a period of 2 months for the purposes of submitting a Claim. Failure to produce the Proof of Purchase and the returned Eligible Product 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 a replacement.
- 6.4 The Promoter reserves the right, at any time, to verify 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.
- 6.5 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.
- 6.6 Postage and delivery costs for the return of the Eligible Product by the purchaser to the Claimant is not the responsibility of the Promoter.
- 6.7 The Promoter will dispatch a replacement mask to the Claimant following receipt of a valid Claim. If the mask in the Claim is no longer available, the Promoter and the Claimant will discuss to agree on a suitable alternative that is of similar value.
- 6.8 The Claim cannot be transferred to another entity, exchanged for refund, credit or for any other product.

7. CHANGES TO OFFER

- 7.1 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, acting reasonably, to the fullest extent permitted by law to modify, suspend, terminate, or cancel the Promotion, as appropriate.

- 7.2 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.

8. LIABILITY AND INDEMNITY

- 8.1 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 State and Territories of Australia (**Non-Excludable Guarantees**).
- 8.2 Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms and Conditions for any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 8.3 A party's liability for any expense, damage or liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.

9. PRIVACY

- 9.1 If the Claimant provides any personal information to the Promoter, the Claimant warrants to the Promoter that the Claimant has the appropriate consent from the relevant individuals to provide that individuals' personal information to the Promoter ("**PI**"). The Promoter's collection, use and disclosure of personal information is subject to the Philips Privacy Policy (available at www.philips.com.au/privacypolicy) and is incorporated into this Agreement. The Promoter collects PI in order to process the Claim and conduct the Promotion, and may for these purposes, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies.
- 9.2 Where PI is provided to the Promoter submitting a Claim Form, Claimant consents to the information they submit with their Claim Form (including PI) being entered into a database of Philips for the purposes of processing the Claim, without any further reference or payment or other compensation to the Claimant. 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 and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles.

10. PROMOTER

These Terms and Conditions will be interpreted 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**").

For more information about this Promotion please contact your Philips Account Manager.

Customer Promotion support is available at: 1800 830 517.