

## **PHILIPS ZOOM \$50 CASH BACK PROMOTION AUSTRALIA (ONLINE CLAIM)**

**Promoter:** Philips Electronics Australia Limited (ABN 24 008 445 743) 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. For more information about this Promotion, call 02 9912 4490; email [cashback@philipspromotions.com.au](mailto:cashback@philipspromotions.com.au) or visit [www.philips.com.au/zoomcashback](http://www.philips.com.au/zoomcashback)

### **1. Terms and Conditions**

- 1.1 These Terms and Conditions and the Online Claim Form contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Zoom \$50 cash back Promotion (“Promotion” or “Cash Back Offer”).
- 1.2 Information on how to make a claim and qualify for the Cash Back Offer forms part of these Terms and Conditions.
- 1.3 Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

### **2. Promotional Period**

- 2.1 The Promotion commences at 9.00am AEST on 1 July 2017 and ends 11:59pm AEDT on 31 December 2017 (Promotional Period).
- 2.2 All Online Claim Forms must be submitted by 5.00pm AEDT on 15 January 2018.

### **3. Eligibility and Participation**

- 3.1 The Cash Back Offer is only open to individuals who are Australian residents 18 years and above (“Claimant”).
- 3.2 Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
- 3.3 Employees and the immediate families of the Promoter and dental practitioners 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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.

### **4. Cash Back Offer**

- 4.1 To receive Cash Back Offer, the Claimant must:
  - a) firstly visit [www.philips.com.au/zoomcashback](http://www.philips.com.au/zoomcashback) and:
    - (I) fill in your name, age range and email address;
    - (II) complete all fields on the official online claim form (“**Online Claim Form**”) with the Claimant’s personal information
    - (III) Claimant will receive a unique code which they need to take to their Zoom whitening appointment
  - b) Find a local Philips Zoom chairside-whitening dental provider (a local provider can be found on [www.philips.com.au/zoom](http://www.philips.com.au/zoom))
  - c) receive a Philips Zoom chairside whitening treatment from any Australian Philips Zoom dental provider during the Promotional Period. Take home whitening products are excluded.
  - d) Dentist will provide patient with a unique number from their Philips Zoom chairside whitening gel, which Claimant will upload to the Philips website to claim the cash back. Claimant must retain the receipt in case Philips requests verification of the receipt.
  - e) After receiving the treatment, the claimant must:
    - (I) submit an online claim to receive the Cash Back Offer (Claim)

- (II) Claimant must also type in the code, provided by your dental professional. This code is found on the Zoom chairside whitening gel.
- 4.2 The above steps must be completed and the Online Claim Form submitted by 5.00pm AEDT on 15 January 2018; Online Claim submissions after this date will not be processed.
- 4.3 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.
- 4.4 The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

## **5. Online Claim Form**

- 5.1 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. Incomplete, indecipherable or illegible Claims will be deemed invalid.
- 5.2 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 stolen, forged, mutilated, unrecognised or tampered with proof of purchase will be deemed void.
- 5.3 Claimants must retain unique Philips Zoom code to claim their Cash Back Offer. It is the Claimants responsibility to collect the Philips Zoom unique code from their dentist at the time of the appointment and also a receipt. Failure to produce the unique code and receipt 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. A purchase receipt(s), in case it is requested for verification, it must clearly specify the dental practice name, Claimant's name, purchase date, and whitening item code.

## **6. Process**

- 6.1 Payment of the Cash Back Amount will be made by EFT to the account identified on the Claimant's Online Claim Form provided that a valid Bank BSB and Bank Account Number have been provided. The Claimant must ensure that all details provided for the payment of the Cash Back Amount are correct. The Claimant is responsible for clearly providing 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.
- 6.2 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.
- 6.3 Up to a total of 1 Claim in the Cash Back Offer are permitted per Claimant.
- 6.4 The Cash Back Amount cannot be transferred, exchanged for any other product.
- 6.5 Any tax liability arising as a result of accepting any Cash Back Amount is the responsibility of the Claimant. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Philips' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Online Claim Form are the sole responsibility of the Claimant.

## **7. Liability and indemnity**

- 7.1 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.
- 7.2 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.
- 7.3 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 ("Non-Excludable Guarantees").
- 7.4 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, including, but not limited to, where arising out of the following:
- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) any theft, unauthorised access or third party interference;
  - c) 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/or
  - d) any tax liability incurred by a Claimant.

## **8. Privacy**

- 8.1 The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips the Privacy Policy (available at [www.philips.com.au/privacypolicy](http://www.philips.com.au/privacypolicy)) and is incorporated into this agreement. Each Online Claim Form becomes the property of the Promoter.
- 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. The cash back is conditional on providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting an Online Claim Form, Claimants consent to the information they submit with their Online 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. 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. The Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.