

Terms and conditions

Gift card offer



PHILIPS CHRISTMAS DIGITAL GIFT CARD PROMOTION (NEW ZEALAND)

TERMS AND CONDITIONS

1. These Terms and Conditions, together with the Versuni Privacy Policy which is incorporated by reference into these Terms and Conditions (available at <https://www.versuni.com/privacy-notice-versuni-v1.3.pdf> and the Online Redemption Form ("Redemption Form")) contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Gift Card Promotion ("Offer"). Information on how to make a redemption and qualify for the Offer forms part of these Terms and Conditions. Entry into the Philips Gift Card with Purchase Promotion is deemed to be an acceptance of these Terms and Conditions.

OFFER PERIOD

2. The Offer commences at 9:00am NZDT 20th November 2023 and ends 11.59pm NZDT on 24th December 2023 ('Offer Period'). All redemptions must be submitted (online) by 5pm NZDT on 22nd January 2024.

ELIGIBILITY AND PARTICIPATION

3. This Offer is only open to individuals who are New Zealand residents 18 years and above ("Claimant") who submit a Redemption during the Offer Period. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
4. 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 Offer. Immediate family means any of the following: spouse, de-facto spouse, child, stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin. Any purchase receipt provided indicating a staff discount has been applied will not be accepted.

REDEMPTION PROCESS

5. To submit a redemption ("Redemption"), the Claimant must:
 - a) Purchase an Eligible Philips branded Product(s) (as set out in Clause 16) from any participating New Zealand retail store during the Promotional Period and follow the steps below. Trade seconds products are excluded. Please note that Target, Costco and JB Hi-Fi Airport Stores are not participating retail stores for this Promotion.
 - b) Visit www.philips.co.nz/promotions and:
 - I. Press 'Gift card offer'.
 - II. Ensure Claimant meets all criteria by confirming eligibility via pop up screen.
 - III. Complete all fields on the official Redemption Form with the Claimant's personal information and product purchase details.
 - IV. Upload a clear and legible scan or photo of the fully paid store receipt/online purchase receipt/tax invoice or order confirmation including store name, product purchased, receipt number, date of purchase, model/item purchased and payment details ('Proof of Purchase') for the eligible product.
 - V. Follow the remaining prompts to complete promotional claim.
6. The above steps must be completed, and the Redemption Form and Proof of Purchase submitted by 5.00pm NZDT on 22nd January 2024. Note: The redemption process will be turned off 5.01pm NZDT on 22nd January 2024 and online submissions after this date will not be processed.

7. The Offer will be sent to the email address provided by the claimant within 10 Business days. Claimant can track the process by logging into the Philips Promotional Platform (philipsnzpromotions.campaign.net.nz/philipschristmasnz2023) and selecting 'Track'. The Claimant must ensure that all details provided for the Redemption are correct. The Claimant is responsible for clearly providing their full and accurate name and address.
8. If your submission has been successful, you will receive an email from the Philips Promotional Team. Make sure you have checked your junk/spam mailbox. Please contact the Promotional Consumer Care Team on 0800 818 888 or email philipsnzpromotionsnz@campaign.net.nz

REDEMPTION FORM AND PROOF OF PURCHASE

9. Redemption Forms are deemed to be received at the time of receipt by the Promoter and/or the Promoter's agent, as applicable. Records of the Promoter and/or its agent are final and conclusive as to time of receipt.
10. Subject to Clause 6, Redemption Forms received without the Proof of Purchase and Redemption Forms received after 5.00pm NZDT on 22nd January 2024 will be deemed invalid and will not be processed. Incomplete, indecipherable, or illegible Redemption Forms will also be deemed invalid.
11. Up to a total of 3 Redemptions in the Offer are permitted per Claimant, subject to the following:
 - a. Only 1 Redemption permitted for each Eligible Philips Product purchased; and
 - b. A separate Redemption Form for each product purchased must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Redemption Form.
12. The Promoter reserves the right to validate and check the authenticity of the Redemption Form and purchase receipt, and to disqualify any Claimant for tampering with the redemption process, or who submits a Redemption that is not in accordance with these Terms and Conditions. Any Redemptions made with a stolen, forged, mutilated, unrecognised or tampered with Proof of Purchase will be deemed void.
13. Claimants must retain their original Proof of Purchase to redeem the Offer.
14. 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 Redemption and forfeiture of the right to redeem the Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Offer Period.
15. The Promoter's decisions are final, and no correspondence will be entered into.

ELIGIBLE PRODUCTS AND PAYMENT PROCESS

16. The Eligible Philips Products and the corresponding digital VISA gift card values are as follows:

Garment Care

- a) Model Number: AIS8540/80
Model Name: All-In-One 8500 Series Garment Steamer
Supplied ("Offer"): \$50 virtual Prezzy card

Fully Automatic Coffee

- a) Model Number: EP5447/90
Model Name: 5400 Series LatteGo Fully Auto Espresso Machine
Supplied ("Offer"): \$100 virtual Prezzy card

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- b) Model Number: EP4346/70
Model Name: 4300 Series LatteGo Fully Auto Espresso Machine
Supplied ("Offer"): \$100 virtual Prezzy card
- c) Model Number: EP2231/40
Model Name: 2200 Series LatteGo Fully Auto Espresso Machine
Supplied ("Offer"): \$100 virtual Prezzy card

Kitchen Appliances

- a) Model Number: HD9880/90
Model Name: 7000 Series Connected Airfryer XXXL w/probe
Supplied ("Offer"): \$100 virtual Prezzy gift card
 - b) Model Number: HD9875/90
Model Name: 7000 Series Connected Airfryer XXXL
Supplied ("Offer"): \$100 virtual Prezzy gift card
17. Subject to Clause 11, for every valid Online Claim Form received the Claimant will receive the digital gift card ("digital VISA gift card") that corresponds to the model number of the Eligible Philips Products listed in Clause 16 above.
18. 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 Offer.
19. The Offer cannot be transferred, exchanged for any other product, or claimed at point of purchase.

LIABILITY

20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any rights Claimants may have under the Consumer Guarantees Act, the Fair Trading Act, or any consumer protection laws in New Zealand. 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. Redemption 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 Any tax liability incurred by a Claimant.
21. 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 Redemption 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.
22. Any costs incurred by the Claimant associated with redeeming the Offer, including accessing the websites mentioned in these Terms and Conditions, telephone enquiries in relation to the Offer, and mailing the Redemption Form are the sole responsibility of the Claimant.
23. Any ancillary costs associated with redeeming a virtual Prezzy card are not included. Any unused balance of a virtual Prezzy card will not be awarded as cash. Redemption of a virtual Prezzy card is subject to any terms and conditions of the issuer including those specified on the virtual Prezzy card. 'virtual Prezzy card', 'Card' and 'Gift Card' means the virtual Prezzy card is issued by Epay New Zealand Limited. Terms

and Conditions apply - <https://www.prezzycard.co.nz/terms-and-conditions>. Virtual Prezzy cards are redeemable at locations where VISA is accepted across New Zealand only. Entrants must have a compatible phone with NFC enabled in order to receive, activate and use the virtual Prezzy card. Physical gift cards cannot be issued

PRIVACY

24. The Promoter's collection, use and disclosure of Personal Information ("PI") is subject to Versuni's Privacy Policy (available at <https://www.versuni.com/privacy-notice-versuni-v1.3.pdf>) 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. Receipt of the free Offer is conditional on Claimants providing this PI and without this PI, Promoter cannot process the Redemption. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Redemption Form, Claimants consent to the information they submit with their Redemption Form being entered into a database, of Versuni Holding B.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 Versuni Holding B.V. and/or its affiliate companies and is subject to Versuni's Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Versuni Privacy Policy website. Each Redemption Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.

PROMOTER

25. The Promoter is Versuni Australia Pty Ltd (ABN 42 642 296 393) of 65 Epping Rd, North Ryde, NSW 2113 ("Promoter"). Online Redemptions will be processed by The Consortium Clemenger (TCC).
- For more information about this Promotion, email philipspromotionsnz@campaign.net.nz or visit www.philips.co.nz/promotions.