



The Promotion commences at 09.00am NZDT on 4 November 2019 and ends 11:59pm NZDT on 24 December 2019 (Promotional Period). All Claim Forms must be received by 5.00pm NZDT on 31 January 2020.

To receive your cash back, simply purchase one (1) Eligible Philips Oral Healthcare product (as specified in the Terms and Conditions) from any participating store (Trade seconds and purchases through dental practices are not participating retail stores for this promotion) and complete the claim form below. Post the claim form to:

Philips Oral Health Care Christmas Cash Back Promotion, PO Box 71104, ROSEBANK AUCKLAND 1348 NEW ZEALAND with a copy of the fully paid purchase receipt or tax invoice indicating:

- Store name
- Store location
- Receipt number
- Date of purchase
- Model/item purchased
- Amount paid for the Eligible Philips product

The promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113. Full terms & conditions apply. Please visit philips.co.nz/promotions for details.

Consumer Promotion support is available by calling 0800 818 888 or via email: cashback@philipspromotions.co.nz

PLEASE PRINT CLEARLY

Account Number:

(Name and address below must be the same as the intended recipient of the Electronic Funds Transfer).

First Name:
Last Name:
Address:
Suburb:
State:
P/Code:
Daytime Telephone:
Email:
Gender: Male Female
Model Purchased:
Receipt No. (Retain original purchase receipt as proof of purchase):
Purchase Price: \$
Date of Purchase:
Store Name: Store Location:
Account Name:
BSB:

Models and cash back amount

Model	Description	Cash back
HX8331/01	AirFloss Ultra	\$30
HX8331/02	AirFloss Ultra Pink	
HX8431/03	AirFloss Ultra Black	
HX9312/04	DiamondClean Rose Gold	
HX9352/04	DiamondClean Black	- \$50
HX9362/67	DiamondClean Pink	
HX9954/56	DiamondClean Smart Lunar Blue	
HX9911/07	DiamondClean Smart White	
HX9372/04	DiamondClean Amethyst	
HX8391/02	DiamondClean Pink & AirFloss Ultra Pink Bundle Pack	
HX8491/03	DiamondClean Black & AirFloss Ultra Black Bundle Pack	\$100
HX9368/35	DiamondClean Pink & Black Bundle Pack	

I would like to receive promotional communications – based on my preferences and behaviour – about Philips products, services, events and promotions. I can easily unsubscribe at any time!

What does this mean?

As a result of your consent, Philips group of companies may contact you with promotional communications via email, SMS and other digital channels, such as mobile apps and social media. To be able to tailor the communications to your preferences and behaviour and provide you with the best personalised experience, we may analyse and combine your personal data. This data may include:

Data you give us

Data that you want to actively share with us such as: your name, date of birth or age, email address, physical address, country, gender, phone number, social media profile.

Data we get from your interactions with Philips

Data about your interactions and usage of the Philips digital channels, such as social media, websites, emails, apps and connected products. This data may include:

 $IP\ address, cookies, device\ information, communications\ you\ click\ on, location\ details,\ and\ websites\ you\ visit$

Philips will give you the opportunity to withdraw your consent at any time.

For more information, please read the Philips Privacy notice (www.philips.co.nz/privacypolicy) and the Philips Cookie notice (www.philips.com/a-w/cookie-notice.html).





The Promotion commences at 09.00am NZDT on 4 November 2019 and ends 11:59pm NZDT on 24 December 2019 (Promotional Period) All Claim Forms must be received by 5.00pm NZDT on 31 January 2020.

TERMS & CONDITIONS: PHILIPS ORAL HEALTH CARE CHRISTMAS CASH BACK PROMOTION NEW ZEALAND

TERMS AND CONDITIONS

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.co.nz/privacypolicy), and the Claim form ("Claim Form") contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Oral Healthcare Christmas Cash Back Promotion ("Promotion" or "Cash Back Offer"). Information on how to make a claim and qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

PROMOTIONAL PERIOD

The Promotion commences at 09.00am NZDT on 04 November 2019 and ends 11:59pm NZDT on 24
December 2019 ("Promotional Period"). All Claim Forms must be submitted by 5.00pm NZDT on 31
January 2020.

ELIGIBILITY AND PARTICIPATION

- 3. Cash Back Offer is only open to individuals who are New Zealand residents 18 years and above ("Claimant") who submit a Claim during the Promotional 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 Promotor'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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.

CLAIMING PROCESS

- 5. To submit a Cash Back Offer (Claim), the Claimant must:
 - a) Purchase an Eligible Philips 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 purchases through dental practices are not participating retail stores for this promotion
 - b) visit www.philips.co.nz/promotions and:
 - (i) create a Philips account or sign in to your existing account;
 - (ii) register your product; and
 - (iii) complete all fields on the official online claim form ("Online Claim Form") with the Claimant's personal information and product purchase details
 - (iv) upload a clear and legible scan or photo of the fully paid purchase receipt or tax invoice indicating store name, store location, receipt number, date of purchase, model/item purchased and amount paid (Proof of Purchase) for the Eligible Philips Product.
- The above steps must be completed and the Online Claim Form & Proof of Purchase submitted by 5.00pm NZDT on 31 January 2020; Note the Claim process will be turned off from 5.00pm NZDT on 31 January 2020 and online claim submissions after this date will not be processed.
- 7. Payment of the Cash Back Amount will be made 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. 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 their full and accurate name and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.
- 8. 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.

CLAIM FORM AND PROOF OF PURCHASE

- Online Claim 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.
- Subject to Clause 5 Online Claim Forms received without the proof of purchase and Online Claim
 Forms received after 5.00pm NZDT on 31 January 2020 will be deemed invalid and will not be
 processed. Incomplete, indecipherable or illegible Claims will also be deemed invalid.
- 11. Up to a total of 5 Claims in the Cash Back Offer are permitted per Claimant, subject to the following:
 - a) only 1 Claim permitted for each Eligible Philips Product purchased; and b) A separate Online Claim Form for each Claim must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Online Claim Form.
- 12. The Promoter reserves the right to validate and check the authenticity of the 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 Claims 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 claim their Cash Back 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 Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional 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 cash back values are as follows:
 - a) 1x Philips Sonicare Airfloss HX8331/01, HX8331/02, HX8431/03 entitles a Claimant to \$30 cashback
 - b) 1x Philips Sonicare DiamondClean HX9312/04, HX9352/04, HX9362/67, HX9372/04 entitles a Claimant to \$50 cashback
 - c) 1x Philips Sonicare DiamondClean Smart HX9954/56, HX9911/07 entitles a Claimant to \$50 cashback
 - d) 1x Philips Sonicare DiamondClean & AirFloss Ultra Bundle Pack HX8391/02, HX8491/03 entitles a Claimant to \$100 cash back
 - e) 1x Philips Sonicare DiamondClean Pink & Black Bundle Pack HX9368/35 entitles a Claimant to \$100 cash back
- Subject to clause 11, for every valid Online Claim Form received the Claimant will receive the cash back amount that corresponds to the model number of the Eligible Philips Products listed in Clause 16 above ("Cash Back Amount")
- 18. Payment of the Cash Back Amount will be made via Electronic Funds Transfer payment ("EFT") to the account identified on the Claimant's Online Claim Form. 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. The Claimant is responsible for providing the 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
- 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.
- The Cash Back Amount cannot be transferred, exchanged for any other product, or claimed at point
 of purchase.

LIABILITY

- 21. 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) 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.
- 22. 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.
- 23. 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 Claim Form are the sole responsibility of the Claimant.

PRIVACY

24. The Promoter's collection, use and disclosure of personal information ("PI") is subject to Philips' Privacy Policy (available at www.philips.co.nz/privacypolicy) 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 cash back is conditional on Claimants 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 a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips NV 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 NV. 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. By participating in this Promotion, individuals consent to the overseas transfer.

PROMOTER

 The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) 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 71104, ROSEBANK AUCKLAND 1348 NEW ZEALAND.

For more information about this Promotion, call 0800 818 888; email cashback@philipspromotions.co.nz or visit www.philips.co.nz/promotions.