

PHILIPS CHRISTMAS ZOOM PROMOTION (AUSTRALIA)

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.com.au/privacypolicy) contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Promotion ("Promotion"). Information on how to make a Claim and qualify for the competition forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

PROMOTIONAL PERIOD

2. The promotion commences at 9:00am AEST on 1 October 2024 and ends 11:59pm AEDT on 1 December 2024. All claims must be submitted online by 5:00pm AEDT on 31 December 2024.

ELIGIBILITY AND PARTICIPATION

3. Offer is only open to individuals who are Australian residents ("Claimant"). 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 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 first cousin.

CLAIMING PROCESS

5. To submit a claim in the promotion, each person must:
 - a) Be an Eligible Claimant.
 - b) Receive an Eligible Philips Treatment (as set out in Clause 17) from any participating Australian Philips Zoom dental provider during the Promotional Period (a local provider can be found on www.philips.com.au/c-w/promotions/zoom-christmas-2024)
 - c) Obtain and keep a copy of your claim form receipt for the Eligible Philips Treatment from the dentist ("Zoom Form Receipt"), which clearly states:
 - i. The Product Code used and the Lot Number of the Zoom product used for the in-chair whitening treatment that the Claimant received at the practice;
 - ii. That the treatment has been paid in full and is not pre-paid for with any payment plan;
 - iii. The Form Receipt acts as Proof of Purchase and must be retained for online claiming process.
6. After the treatment, visit www.philips.com.au/c-w/promotions/zoom-whitening-2024 and complete all mandatory steps in the Claim Form, including specifying the treatment provider, and submit a copy of the Zoom Form Receipt.
7. The claim will be received, reviewed and validated.
8. The claimant will receive a confirmation email that the Claim was received.
9. The above steps must be completed and the Claim including Zoom Form Receipt submitted by 5:00pm AEDT on 31 December 2024. Submissions received after this date will be deemed invalid and will not be processed.
10. Only one (1) entry is permitted per Claimant.
11. The offer is not valid in conjunction with any other promotional offer. The offer will only be available during the Promotional Period.

CLAIM FORM AND PROOF OF PURCHASE

12. Claim Forms are deemed to be received at the time of receipt by the Promoter and/or the Promoters agent, as applicable. Records of the Promoter and/or its agent are final and conclusive as to time of receipt.
13. Claims received without the Product Code and Lot Number and received after 5:00pm AEDT 31 December 2024 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible claims will also be deemed invalid.
14. The Promoter reserves the right to validate and check the authenticity of the claim and Form 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. Any Claims made with stolen, forged, mutilated, unrecognised or tampered with claim form or receipt will be deemed void.
15. If the promoter becomes aware, or has reason to suspect, that the Claimant is fraudulently using or misusing the Promotion, the Promoter reserves the right, in its sole discretion, to refuse the Claim and disqualify the Claimant from the promotion and any future offers.
16. The Promoter's decisions are final and no correspondence will be entered into.

ELIGIBLE PRODUCTS AND REWARD

17. The "Eligible Philips Treatments" are the following Philips Zoom in-chair treatment kits:
 - a) ZOOM In Chair KIT Day White 6%HP Touch UP
 - b) ZOOM In Chair KIT Day White 9.5%HP Touch UP
 - c) ZOOM In Chair KIT Day White 14%HP Touch UP
 - d) ZOOM In Chair KIT Day White 22%CP Touch UP
 - e) ZOOM In Chair KIT No Touch UP

18. Take home or touch up between treatment whitening products are excluded.
19. Subject to Clause 5, for every valid Claim Form received the Claimant will receive one (1) Sonicare 2000 series Electric Toothbrush (colour pink or blue pending upon availability).
20. The product cannot be transferred, exchanged for any other product or claimed at the point of purchase.
21. Claimants who have provided a valid email address and valid Claim Form will receive confirmation by email that they have successfully qualified for the Offer. SMS notification will be sent to Claimants who have provided a valid mobile phone number.
22. Claimants must ensure that all personal details provided are correct. Claimants are responsible for providing full and accurate name and address details. Allow approximately 3 to 4 weeks from the time the Promoter takes receipt of the Claim Form for the product to be despatched to the claimant.

LIABILITY

23. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia. 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.
24. 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.
25. Any costs incurred by the Claimant associated with claiming the product, including accessing the internet or telephone enquiries in relation to the competition are the sole responsibility of the Claimant.

PRIVACY

26. The Promoter's collection, use and disclosure of Personal Information ("PI") is subject to Philips' Privacy Policy (available at www.philips.com.au/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 prize 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

27. 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 DMC Advertising Group (ABN 61 074 595 887) of PO Box 6422, NORWEST BC, NSW 2153.

For more information about this Promotion, call 02 9912 4490 or email zoom@philipspromotions.com.au.