



DreamStation 100-day money-back guarantee

PHILIPS FULL TERMS & CONDITIONS

PHILIPS DREAMSTATION 100 DAY MONEY BACK GUARANTEE (AUSTRALIA)

1. TERMS AND CONDITIONS

These Terms and Conditions contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips DreamStation 100-day money-back guarantee ("Guarantee").

A Claim made under this Guarantee is deemed to be an acceptance of these Terms and Conditions. A Claim under this Guarantee is not valid in conjunction with any other offer (to the extent permitted by law).

2. ELIGIBLE PRODUCTS

The Eligible Products under this Guarantee are:

- AUX400T15: DreamStation CPAP Pro HumHT;
- AUX400T15C: DreamStation CPAP Pro HumidHT Cellular;
- AUX500T15: DreamStation Auto CPAP HumHT; and
- AUX500T15C: DreamStation Auto CPAP HumHT Cellular.

The Guarantee is only valid for purchases of the

Eligible Products as listed in this clause 2. The following products are not considered Eligible Products and are excluded from the Guarantee:

- a. factory seconds or refurbished purchases;
- b. Philips accessories;
- c. any Philips products purchased via internet sales or auction sites like eBay or similar;
- d. trade seconds products; and
- e. any Philips product purchased using loyalty reward points such as Qantas Frequent Flyer, Flybuys or similar.

3. GUARANTEE

Philips Electronics Australia Limited (ABN 24 008 445 743) of 65 Epping Rd, North Ryde, NSW 2113 ("the Promoter") provides this Guarantee to the Claimant in addition to any rights or remedies the Claimant has under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**) or any other Guarantee provided to the Claimant pursuant to the Terms and Conditions.

The Promoter's Guarantee is valid for 100 days from the date of the purchase receipt. The Promoter reserves the right to amend or cancel the terms of this Guarantee without notice. Any valid Claims submitted in accordance with clause 4 at the time of any cancellation will be honoured by the Promoter.

The Promoter may (in the Promoter's absolute discretion) issue the Claimant with advertising collateral regarding the Eligible Products (**Advertising Collateral**).

The Promoter grants the Claimant a non-exclusive, non-transferable, royalty-free licence for the duration of the Guarantee Period (as defined below) to use the Advertising Collateral solely for the promotion and sale of Eligible Products to Patients under the terms of this Guarantee (Licence).

The Claimant shall use the Advertising Collateral strictly in accordance with the Promoter's guidelines and instructions as provided from time to time. The Claimant shall not modify, alter or create derivative works from the Advertising Collateral without the Promoter's prior written consent.

The Claimant acknowledges and agrees that the Promoter retains all rights, title and interest in and to the Advertising Collateral, including all associated copyrights, trade marks and other intellectual property rights. No ownership rights are transferred through the Licence.

The Claimant shall immediately cease all use of the Advertising Collateral and return or destroy all copies at the end of the Guarantee Period (as defined below) or upon instruction of the Promoter.

4. ELIGIBILITY AND PARTICIPATION

The Guarantee is only open to selected Philips resellers or pharmacy partners (“**Claimant**”) who sold Eligible Products to individuals who are Australian residents, aged 18 years and above, who have been prescribed therapy by a registered sleep physician (“**Patient**”).

Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

Employees and the immediate families of the Promoter and of Promoter’s retail partners and agencies associated with this Guarantee are ineligible to claim under the Guarantee. 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.

If the Patient is not completely satisfied by the performance of the Eligible Product, the Patient must:

- a. have purchased an Eligible Product between 1 May 2024 and 31 October 2024 (“**Guarantee Period**”) from the Claimant;
- b. have had the Eligible Product set up (by the Claimant) on Philips Care Orchestrator (Philips patient management system) and the Philips DreamMapper app (Patient facing app); and
- c. return the Eligible Product to the Claimant as identified on the proof of purchase, within 100 days of the proof of purchase. If the Claimant is satisfied that the terms of these Terms and Conditions have been satisfied by the Patient (and their return of the Eligible Product) the Claimant may issue the Patient a refund for the amount the Patient paid to the Claimant for the Eligible Product. To claim back the refund from the Promoter (to the value of the Eligible Product the Claimant paid to the Promoter), the Claimant must:
- d. submit a valid claim form through the portal in accordance with these Terms and Conditions (“**Claim Form**”) and any terms as set out in the Claim Form. The portal is accessible at www.DreamClaim.philipspromotions.com.au;
- e. complete all fields on the Claim Form, including:
 - providing required Claimant information (including Claimant business partner number);
 - a clear and legible scan or photo of the Patient’s fully paid purchase receipt or tax invoice indicating store name, receipt number, date of purchase, model/items purchased, and amount paid (“**Proof of Purchase**”) for the Eligible Products;
 - providing an invoice to the Promoter for an amount of \$100 plus GST, to compensate the Claimant for any processing and administrative services provided to Patients in processing a refund provided in accordance with this Guarantee (**Administration Process Fee**).
 - Invoices must show the Business Name, ABN, Invoice Number, Invoice Date, Serial Number of product and made out to: **Philips Sleep and Respiratory Care, ABN: 24008445743, 65 Epping Road, North Ryde, NSW, 2113**;
 - inputting the Eligible Product serial number; and
- f. return the Eligible Product (undamaged and with all componentry) to: **Philips DreamStation Money Back Guarantee, PO Box 6422, Norwest NSW 2153**, (a “**Claim**”).

Postage and delivery costs for the Claim is covered by the Promoter via the portal.

The Claim must be completed and the returned Eligible Product must be received by 5:00pm AEST/AEDT within 100 days of the date of purchase. All claims must be received by 8 February 2025 and no further claims will be accepted. Claims received after this date will not be processed.

The Guarantee is not open to purchases made by Ezy Pay.

Incomplete, indecipherable or illegible Claims will be deemed invalid.

If the Eligible Product is returned damaged, broken, incomplete or missing componentry, the Claim will also be deemed invalid. Where the Eligible Product is returned without certain componentry or parts, the Promoter may, in its sole discretion, contact the Claimant and advise the Claimant of the missing componentry or parts and request the return of such componentry or parts in order to validate the Claim. Claimants must retain the Patient’s original Proof of Purchase and the Eligible Product packaging for the

purposes of returning the Eligible Product. Failure to produce the Proof of Purchase when requested by the Promoter may, at the absolute discretion of the Promoter, result in invalidation of a Claim and forfeiture of any right to money back or a refund.

5. VERIFYING CLAIMS

The Promoter reserves the right, at any time, to verify the validity of Claims, Eligible Product serial number and Claimants (including a Claimant’s identity and place of business), to validate and check 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 or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Guarantee. 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. Any tax liability arising as a result of accepting this Guarantee is the responsibility of the Claimant.

6. REFUND PROCESS

Refunds will only be issued once the Promoter receives:

- a. the Eligible Product (undamaged and with all componentry);
 - b. the Proof of Purchase;
 - c. the completed Claim Form inclusive of the Eligible Product serial number; and
 - d. the invoice for the Administration Process Fee.
- Refunds will be issued by EFT (Electronic Funds Transfer) via a third party. Refund amounts are issued in accordance with the Promoter’s price list for Eligible Products. Claimants are responsible for and must ensure that all personal details provided, including bank account details and full name, are correct. Payments to wrongly nominated bank accounts will be the sole responsibility of the Claimant and may not be refunded or repaid. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies. Please allow approximately 3 – 4 weeks from the time the Promoter takes receipt of the Claim for payment of the refund amount to be made. The refund amount cannot be transferred, exchanged for any other product, or claimed at point of purchase.

7. CHANGES TO OFFER

If a Claim is interfered with in any way or is not capable of being conducted as reasonably anticipated as a result of the Promoter’s findings when verifying a Claim in accordance with clause 5 or 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, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate, or cancel the Claim or the Claimant’s access to the Guarantee, as appropriate. Without limiting clause 8, the Claimant acknowledges and agrees that any suspension, termination or cancelling of a Claim, or Claimant’s access to the Guarantee will not discharge the Claimant from any liability to refund the Patient in accordance with the Australian Consumer Law and the Promoter will not be liable to the Claimant for such liability. Nothing in this clause operates to limit a Patient’s rights under Australian Consumer Law. 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 Guarantee.

8. LIABILITY AND INDEMNITY

Except for any liability that cannot be excluded by law, neither the Promoter or the Claimant will be liable for any indirect, special or consequential, loss or damages (including loss of opportunity, loss of profit, loss of data and loss of benefit), arising in any way out of the Guarantee. Without limiting the Claimant’s Consumer Law Rights, the Promoter excludes all liability for, and the Claimant releases and discharges the Promoter in respect of, any loss or damage arising out of the following:

- a. any technical difficulties or equipment malfunction that is not directly caused by the Promoter’s acts or omissions;
- b. any theft, unauthorised access or third party interference;
- c. any 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.

To the extent permitted by law, except to the extent directly caused by the Promoter’s negligent acts or omissions, 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 in connection with the Claimants internet or any other third party input of the Claimant. The Promoter is not responsible for 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 Guarantee. If the Claimant experiences any technical errors as part of the Claim the Claimant should contact the support line in these Terms and Conditions for further assistance.

PRIVACY

The Promoter’s collection, use and disclosure of personal information (“**PI**”) is subject to Philips’ Privacy Policy (available at <https://www.philips.com.au/a-w/privacy-notice.html>) and is incorporated into these Terms and Conditions. The Promoter collects PI in order to provide the Guarantee, and may for this purpose, disclose PI to third parties, including but not limited to our third party processor, agents, contractors and other service providers and to any Government authorities and agencies as permitted or required under applicable privacy laws. Claiming this Guarantee and receipt of the Claim Form is conditional on Claimants providing this PI and without this PI, the Promoter cannot process the Claim. 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 Promoters Privacy Policy website. Each Claim Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas.

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.

GENERAL

These Terms and Conditions will be interpreted in accordance with the laws of New South Wales, Australia. This Guarantee shall be governed by and construed in accordance with the laws of New South Wales, Australia. Claims will be processed by DMC Advertising Group Pty Ltd (ABN – 61 074 595 887), of PO Box 6422 NORWEST NSW 2153. For more information about this Guarantee, visit www.philips.com.au/promotions
Support is available at: (02) 9912 4490 or email cashback@philipspromotions.com.au