

## DAFNI Cash Back Promotion Terms & Conditions 2018 (AU)

1. Information on how to participate in the DAFNI Cash Back promotion forms part of these Terms and Conditions. Claims that do not comply with these Conditions of Entry are ineligible. Internet access and a valid email account are required to claim a Cash Back. Claim forms sent via Post, facsimile or any other method will not be accepted. By claiming a Cash Back, Participants agree to be bound by these Terms and Conditions.

2. Employees of the Promoter, ALLIANCE TRADING CO & SHAVER SHOP GROUP Dealers/stockists and the affiliated companies and agencies of the Promoter are ineligible to claim a Cash Back. Government Departments, Hire Companies and Direct Commercial Accounts (Key Account Holders) are eligible to claim. The DAFNI Cash Back promotion is only open to Participants. "Participants" means residents of Australia (other than the excluded persons set out in this clause 2), who purchase a qualifying Product from an authorised DAFNI Dealer/stockist during the promotional period. Participants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Participant must read and consent to these Terms & Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion. "Product" refers to the DAFNI Product model mentioned within clause

3. The Promoter reserves the right to request the details of individual redemptions and proof of sale. By participating in this promotion, authorised DAFNI Dealers/stockist accept the full Terms and Conditions, and agree to provide the Promoter, upon request, details of any transaction to validate that the Products were on-sold. It is the individual DAFNI Dealers/stockist's responsibility to ensure all their staff are fully aware and abide by these conditions.

4. The Promoter is ALLIANCE TRADING CO PTY LTD; ABN 99 606 323 264 of 145 Hartley road, Smeaton Grange, NSW, 2567. Any queries relating to submitting claims should be made in writing via email to: [info@alliancetrading.com.au](mailto:info@alliancetrading.com.au)

5(a). To be eligible to claim a \$50 Cash Back, the Participant must purchase during the promotional period, (as set out in clause 6 below) the DAFNI Go (Model No. DH1.1G) from an authorised DAFNI Dealer/stockist. Promotion available while stocks last within the period specified in clause 6 below. For avoidance of any doubt, this cashback does not include the Dafni Rose Gold Go. Claims will not be accepted on Products purchased prior to or after the promotion purchase dates, specified in clause 6. No rain checks. Claimants have up to 30 days from the date of purchase to claim a \$50 Cash Back in accordance with these terms and conditions.

5(b). To be eligible to claim a \$70 Cash Back, the Participant must purchase during the promotional period, (as set out in clause 6 below) the DAFNI Special Edition Model (Model No. DH1.0C) from an authorised DAFNI Dealer/stockist. Promotion available while stocks last within the period specified in clause 6 below. For avoidance of any doubt, this cashback does not include the Dafni Rose Gold Special Edition. Claims will not be accepted on Products purchased prior to or after the promotion purchase dates, specified in clause 6. No rain checks. Claimants have up to 30 days from the date of purchase to claim a \$70 Cash Back in accordance with these terms and conditions.

6. Claims in the promotion are valid only for Products purchased and paid for in full, in Australia, from authorised DAFNI Dealers/stockists between 22<sup>nd</sup> November 2018 12:00am AEDST- 26<sup>th</sup> November 2018 11:59pm AEDST (inclusive). Final claims must be lodged by 11:59pm AEDST on 25<sup>th</sup> December 2018 in accordance with clause 5(a) and 5(b). Participant(s) will forfeit claims not made by this date.

7. To lodge a Cash Back claim, the Participant must visit [www.dafni.com.au/cashback](http://www.dafni.com.au/cashback) and complete the official on-line claim form by entering their details, answering the associated questions, entering the invoice number provide by the DAFNI Dealers/stockists , and entering the unique serial number from their purchased Product. Claims must be lodged via the DAFNI internet site only by the date specified in clause 6. Claim forms sent via Post, facsimile or any other method will not be accepted.

8. Multiple claims per person are accepted. Each claim must include an invoice number and a unique serial number. Each Product purchased can only be used once for redeeming one Cash Back. Claims will be deemed invalid if the same serial number is used on more than one claim. The Promoter reserves the right to request that claimants' present proof of purchase in the form of a purchase receipt (clearly showing that a Product was purchased, and purchase date) for all claims for Cash Back claim validation. Failure to provide proof of purchase for all claims submitted may result in invalidation of all claims at the Promoter's discretion.

9. Every valid claim received in accordance with clause 5(a) or 5(b) will be awarded a \$50 or \$70 Cash Back. The Cash Back will be issued in the form of an Electronic Funds Transfer (EFT). Funds will be issued in Australian Dollars.

10. Please allow for up to 60 days from the date that the claim is validated for processing. Claimants will be notified that their claim has been submitted by email and will also be notified via email if any issues arise with their claim. EFT will be submitted to the nominated bank account (as specified on the claim form) and claimant will be notified via email that the claim has been paid. It is the claimant's responsibility to ensure the bank details entered on the claim form are correct. EFT will appear on the recipient bank statement as from "ALLIANCE TRADING CO PTY LTD"

11. If a Participant claims the Cash Back offer and later returns or exchanges the Product, due to a defect in the Product, in accordance with law and the relevant DAFNI Dealer's/ stockist's Terms and Conditions of sale, then the amount refunded or credited to the Participant will be the amount paid for the Product, less the Cash Back amount.

12. The Promoter reserves the right to extend the closing date of the promotion at its discretion.

13. With the exception of ordinary Product discounts, in the form of in-store sales offered by DAFNI Dealer's/stockist's the promotion is not valid in conjunction with any other promotional offer.

14. The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into.

15. Claims and Cash Backs are not transferable, exchangeable, redeemable for cash or assignable, unless otherwise specified by the Promoter.

16. If for any reason a Participant does not claim/redeem a Cash Back (or part of the Cash Back) by the time stipulated by the Promoter, then the Cash Back (or that part of the Cash Back) will be forfeited.

17. 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 States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any theft, unauthorised access or third party interference; (b) 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; (c) any tax liability incurred by a Participant; or (d) taking/redemption of a Cash Back.

19. The Promoter will use the information contained in the claim form to contact Participants if it has any queries regarding claims.

20. The Promoter reserves the right to verify all entries. Entries are void if illegible, forged, incomplete, indecipherable or tampered with in any way. No responsibility is accepted for late, lost or misdirected claims via the Internet. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant. Any cost associated with accessing the promotional website is the Participant’s responsibility and is dependent on the Internet service provider used.

21. The Promoter reserves the right, at its sole discretion to disqualify any claimant who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. The Promoter reserves its rights to recover damages or other compensation from such an offender. 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.

22. To the extent permitted by law, the Promoter and its agents exclude liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any web site, or any unauthorised intervention, incorrect or insufficient supplied merchant identification parameters, or any combination thereof, which cause injury or damage to the Participant’s or any other person’s computer related to, or resulting from, participation or attempted participation in this promotion.

23. If for any reason this Cash Back promotion is not capable of running as planned including: infection by computer virus, bugs, tampering, requirement of a regulatory body, unauthorised intervention, fraud, technical failures, incorrect or insufficient supplied merchant identification parameters, or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration security, fairness integrity or proper conduct of this redemption, the Promoter reserves the right in its sole discretion to the extent permitted by law, to cancel, terminate, modify or suspend this promotion and/or to disqualify a Participant.

24. The Promoter collects personal information about Participants for the purpose of including Participants in the promotion. Unless otherwise notified by the Participant to the Promoter in writing, in providing their personal details, each Participant agrees to the Promoter using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to the Promoter disclosing such information to third parties, including but not limited to its agencies, contractors and service providers, for this purpose. If any information requested is not provided, the purchaser may not participate in this promotion. All personal details of Participants will be stored in a database at the office of the Promoter or its agencies. The Promoter will not disclose personal information collected via this promotion overseas. The Promoter is committed to the protection of personal information. A request to access, update or correct any information should be directed to the Promoter in accordance with the Promoter's Privacy Policy. The Privacy Policy also contains details about how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained online at [www.dafni.com.au/cashback](http://www.dafni.com.au/cashback) by following the link at the bottom of the page