

## TERMS AND CONDITIONS

Information on how to claim the Kitchen Promotion - 15% Cashback forms a part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

### Who Can Claim?

Participation in this promotion is only open to Australian residents 18 years and over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister or 1st cousin.

This promotion applies to purchases of A grade products only and does not apply to purchases of trade seconds or refurbished products. The offer is not applicable to trade (commercial) or wholesale suppliers, this includes but is not limited to purchases made from suppliers that do not generally sell direct to the public.

### Promotional Period

The promotion commences 12.01am AEDT 1 September 2021 and closes 11.59pm AEDT 31 December 2021 (**Promotional Period**). Claims must be received by the Promoter by 11.59pm 30 June 2022 (**Claims Closing Date**). Any claims received after this date will be ineligible.

### Promotional Offer

Spend \$10,000 or more on at least two qualifying Fisher & Paykel Kitchen appliances, including one Oven or Freestanding Cooker, in a single transaction from a participating retailer during the Promotional Period and be eligible to claim 15% cashback of the total purchase price of the Qualifying Product(s) purchased (being the amount actually paid by the claimant for the relevant Qualifying Product(s), excluding installation costs, accessories/spare parts, delivery fees and any other costs/fees imposed by the retailer or any other person).

### Qualifying Product(s)

This promotional offer is available on the following Qualifying Product(s):

Product Category	Qualifying Products
Built-in Ovens	All Built-in Ovens
Companion Products	All Companion Products
Freestanding Cookers	All Freestanding Cookers
Cooktops	All Cooktops
Rangehoods	All Rangehoods
Vertical Refrigerators & Vertical Freezers	All Vertical Refrigerators & Vertical Freezers

<b>Refrigerator Freezers</b>	All Refrigerator Freezers
<b>Column Refrigerators &amp; Freezers</b>	All Column Refrigerators & Freezers
<b>Wine Cabinets</b>	All Wine Cabinets
<b>CoolDrawer™ Multi-temperature Drawers</b>	All CoolDrawer™ Multi-temperature Drawers
<b>Dishwashers</b>	All Dishwashers including all DishDrawer™ Dishwashers

Qualifying Product(s) are to be paid in full prior to registering your claim for this promotion. Layby's will not be accepted unless paid in full within the Promotional Period. Qualifying Product(s) purchased under finance or payment agreements are eligible to participate in this promotion.

Product(s) under rental agreements with a minimum period of no less than 18 months are eligible for this promotion. To qualify, a rental agreement must be established during the Promotional Period. Proof of rental agreement must be submitted with your online claim and must clearly detail the Qualifying Product(s) purchased, date of establishment of rental agreement and the rental term. Product(s) under rental plans with rental terms less than 18 months are ineligible to claim for this promotion.

If a Qualifying Product(s) is on backorder ('out of stock') a deposit on that product must be paid during the Promotional Period to be eligible for this offer. Full payment and receipt of the Qualifying Product(s) (and therefore access to the product and serial number(s)) must occur before the Claims Closing Date in order to lodge an online claim for this promotional offer.

You must register for your claim online at [fisherpaykel.com/au/promotions](http://fisherpaykel.com/au/promotions). Claimants must agree to these full Terms and Conditions on the online registration form and supply the information marked as mandatory, including providing proof of purchase (or proof of rental agreement).

When registering your claim you must supply the following information:

- a. Contact details – name of claimant (which must match the customer name on the proof of purchase), address, daytime contact phone number, bank account details including BSB, Account Number and Account Name. The Promoter accepts NO responsibility for a Claimant submitting incorrect bank account details.
- b. Product code(s) and serial number(s) of your Qualifying Product(s). These can be found on your product and/or product carton. Please ensure that these are obtained before installing the product(s).
- c. Copy of your proof of purchase - a receipt/tax invoice indicating customer name, date of purchase, store name (including address), invoice number, details of Qualifying Product(s) including model number(s), the price paid (excluding any additional charges e.g. warranty costs) and total invoice amount.

You can provide us with your proof of purchase by either scanning or taking a photo of your proof of purchase and uploading with your claim form.

If the above proof of purchase requirements are not met, your claim will be declined and you will then be required to submit a new online registration form with the correct information.

Please ensure you retain your original proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in the invalidation of a claimant's claim and forfeiture of any right to a cashback.

Upon registering your claim, you will receive an email from Fisher & Paykel advising of receipt of your claim. If you have not received an approval email from Fisher & Paykel within 45 days, please contact us by replying to that email, or contacting us at [AUS.Promotions@fisherpaykel.com](mailto:AUS.Promotions@fisherpaykel.com).

This promotional offer is not available to customers who choose to delay delivery of their Qualifying Product(s) beyond the Claims Closing Date as the provision of product and serial number(s) is mandatory for entry into this promotion.

The claimant agrees that if they receive the cashback but then return the Qualifying Product(s) under any returns policy the retailer may have, they will also return the cashback to the Promoter.

### **General**

The offer is not applicable to trade (commercial) or wholesale suppliers, this includes but is not limited to purchases made from suppliers that do not generally sell direct to the public.

Participating retailers are classed as any Australian retail outlet authorised to sell Fisher & Paykel kitchen appliances.

All claims are subject to verification by the Promoter. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Any misrepresentation or fraudulent information submitted by the claimant will disqualify the claim.

If the Promoter is unable to verify the authenticity of the product and serial number(s) supplied during the claim process, the claimant shall, if requested by the Promoter, provide an electronic image of the product and serial number(s) or cut out and post in the product and serial number(s) from the product carton.

The Promoter reserves the right to withhold and / or refuse payment of the cashback where it suspects that any false or fraudulent claim is being made or where a claim has been made which does not comply with these terms.

Incomplete, indecipherable, or illegible claims will be deemed invalid.

You are responsible for providing the correct bank account details. If the bank details provided are incorrect and payment of the cashback cannot be completed, your claim will be declined and the Promoter will contact you to advise that payment cannot be made. You will

then be required to submit a new online claim form with the correct bank details. Other than as set out here the bank account details provided in the online claim form cannot be changed.

The Promoter reserves the right to vary these Terms and Conditions without notice, to modify, reschedule or terminate the promotion or to modify or extend the closing date and criteria of the promotion at its discretion.

The Promoter's decision on all matters pertaining to this promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Terms and Conditions. Claims are not transferrable or assignable.

The Promoter (or its associated or affiliated companies or third parties who have licensed its brands to the Promoter or contributed to the application) (**Content Owner**) own or license from third parties all application content. All application content remains the sole property of the applicable Content Owner and is protected under all relevant copyright, trade mark and other applicable laws. Nothing on the application should be construed as granting any license or rights to use or distribute any application content, without the Promoter's express written agreement or of the other applicable Content Owner.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and/or agencies acting on its behalf and not to Facebook.

Except for any liability that cannot be excluded by law, the Promoter and its respective bodies corporate (including their officers, employees and agents) and Facebook exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury; or any loss or damage (including, without limitation, loss of opportunity, loss of profits or loss of property); whether direct, indirect, special or consequential, 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) any claim or offer 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; (d) any variation in gift value; (e) any tax liability incurred by a claimant; or (f) participation in the promotion or use of a gift.

You accept the cashback entirely at your own risk and indemnify the Promoter in respect of any claim for accident, injury or property damage that may occur in connection with the cashback.

Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. If for any reason, any aspect of this promotion is not capable of running as planned including, but not limited to, by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorized intervention, fraud, technical failure or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries.

The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to suppliers associated with this promotion and as required, to Australian regulatory authorities, or use such information to contact the claimant in relation to this promotion. The claim is conditional on providing this information. If the claimant marks the applicable box, the Promoter may use the claimant's personal information for the purposes specified at the time of collection. Claimants should direct any requests to access, update or correct information to the Promoter. All claims become the property of the Promoter. These Terms and Conditions are deemed to incorporate our privacy policy and by entering the promotion, you accept the terms and conditions of our privacy policy. For further details see our privacy policy at [fisherpaykel.com/au/privacy-policy](https://fisherpaykel.com/au/privacy-policy)

This promotion and these Terms and Conditions are governed by Australian law.

The Promoter is Fisher & Paykel Australia Pty Ltd (ABN 71 000 042 080) of Level 1, 1 Eden Park Drive, Macquarie Park, NSW, 2113. ABN 71 000 042 080. Telephone 1300 650 590.