

THE GOOD GUYS®

GOLD SERVICE EXTRAS

TERMS & CONDITIONS

- ✓ *Stress-Free Product Care from Day One*
- ✓ *Access to Hundreds of Dollars in Store Credits*
- ✓ *Member Exclusive Rewards & Offers*

IMPORTANT INFORMATION: YOUR RIGHTS IN RELATION TO FAULTY GOODS

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (“**ACL**”). For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Goods purchased from The Good Guys also come with a The Good Guys Voluntary Warranty, which is intended to provide you with remedies which are consistent with your rights under the ACL. The Good Guys Voluntary Warranty and your rights under the ACL generally provide protection if your product becomes faulty for longer than the standard manufacturer’s warranty even if you do not purchase The Good Guys Gold Service Extras.

The Good Guys Understanding Your Rights brochure (available from <https://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions>) contains further information about The Good Guys Minimum Voluntary Warranty and your rights under the Australian Consumer Law.

Your Rights under the ACL

The ACL provides consumers’ basic, guaranteed rights for goods they purchase (“**Consumer Guarantees**”) at no charge. The ACL requires that, taking account of the nature of goods, the price and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description provided or demonstration model used.

Whether a consumer is entitled to a remedy under the ACL will depend on the circumstances. Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable in

the circumstances, given factors including the cost and quality of the goods and the use made of the goods. Consumer Guarantees may continue even after the expiry of any Manufacturer's warranty for the goods. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances. Consumers with a claim for breach of a Consumer Guarantee should contact the retailer of the goods at first instance. If you are unable to reach resolution with the retailer or manufacturer as to the remedy, you should seek independent advice and/or contact the ACCC or your state/territory fair trading body.

Certain benefits You receive under Your The Good Guys Gold Service Extras are already available to You under Australian Consumer Law. Some of these benefits include the right to reimbursement of reasonable extra costs or reasonably foreseeable loss You can show resulted from a faulty product. Your The Good Guys Gold Service Extras does not seek to reduce, qualify or limit those rights in any way, but to make enforcement or recovery of these costs simpler and less stressful for You.

The Good Guys Gold Service Extras does not change or remove any rights that the Australian Consumer Law or a Manufacturer's Warranty may give You, but seeks to give You certain further benefits, that may include certainty of outcome.

ACCC Contact Details

Australian Competition and Consumer Commission

Infoline: 1300 302 502

Indigenous Infoline: 1300 303 143

www.accc.gov.au

Additional benefits under The Good Guys Gold Service Extras not available under the ACL

We appreciate that you may want the certainty of knowing that if items you buy are faulty they are covered for a specific time period. When you purchase The Good Guys Gold Service Extras, you are obtaining certainty and peace of mind as to the period of coverage and the remedy you will receive and the convenience of having the repair and/or replacement process managed for you under your The Good Guys Gold Service Extras membership. You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your The Good Guys Gold Service Extras membership:

- Certainty as to the exact period of cover.
- Gold Service Extras member benefits of personalised service, store credits and rewards start from the date of purchase.

- Three \$20 store credits each year of your The Good Guys Gold Service Extras membership.
- 30 day price guarantee protection for pricing changes at The Good Guys and The Good Guys nominated competitors.
- \$100 essential appliance store credit if your television, refrigerator, dryer, washing machine, dishwasher, split system air-conditioner, oven or cooktop is not repaired within 10 Business Days from the date it is assessed. Available separately to food spoilage reimbursement for fridges and laundry costs reimbursement for washing machines.
- Specified 20 business day repair time guarantee.
- Convenience of having access to our approved network of experienced operational and technical staff to manage the repair and/or replacement process.

Comparing your consumer rights and features provided by Gold Service Extras

The following table (pages 6–9) is a summarised comparison of Consumer Guarantees and the protections offered by The Good Guys Gold Service Extras. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL. Reading the full Terms and Conditions of Gold Service Extras is recommended, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer's care instructions or if the appliance is accidentally damaged.

In addition, you can visit www.accc.gov.au for more information on Consumer Guarantees. Please note in addition to the protections listed on pages 6–9, you may have additional rights against a manufacturer under a manufacturer's warranty.

Protection	ACL Rights and Remedies	Gold Service Extras Benefits
<p>Am I protected if the product is defective?</p>	<p>Protection where the Product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against mechanical or electrical failure resulting from a defect in the Product, and may include wear and tear arising from normal use of the Product.</p> <p>Protection available for commercial use where you are a consumer under the ACL.</p>	<p>Protection against mechanical and electrical failure including product failures due to wear and tear.</p> <p>Not generally available for commercial use (except selected products for Small Office Use).</p>
<p>How long does the protection against defects last?</p>	<p>A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including the nature of the Product, the price, the way it is used and any statements or representations made about the Product.</p> <p>In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period of time that protection is available under The Good Guys Gold Service Extras.</p>	<ul style="list-style-type: none"> • 3 years for products valued at \$500 or less • 3 or 5 years for all other eligible products • 5 or 7 years for split system air conditioners <p>Subject to these Terms and Conditions, Gold Service Extras product protection continues for the period you've chosen if your product is repaired.</p> <p>If your product is replaced, Gold Service Extras product protection will cease, although in certain circumstances you may be offered a credit equal to the original purchase price you paid for your The Good Guys Gold Service Extras membership. This credit can be applied to the cost of purchasing a new The Good Guys Gold Service Extras membership for your replacement product. You will also have ACL rights in relation to your replacement product.</p>
<p>Cost of coverage</p>	<p>No cost</p>	<p>Cost of The Good Guys Gold Service Extras plan.</p>
<p>What remedies are available if the product is defective?</p>	<p>Repair, refund, replacement and/or damages for consequential loss.</p> <p>The exact remedy will depend on the specific circumstances.</p> <p>Consequential loss may include the cost of collecting a large product from your home.</p>	<p>\$500 and Under – Guaranteed replacement to a maximum of the original purchase price, of any faulty product valued at \$500 or less where there has been a verified mechanical electrical failure.</p> <p>Over \$500 – Product assessed and either repaired or replaced with an equivalent product, up to a maximum of the original purchase price.</p>
<p>Is there a guarantee that any repair will be carried out in a reasonable time?</p>	<p>The product must be repaired within a reasonable time or you are entitled to a replacement or a refund.</p>	<p>Your product will be replaced with an equivalent model if the repair takes longer than 20 business days from the date we assess it.</p> <p>\$100 store credit is available at your request, for any essential appliances that are not repaired within 10 business days from the date it is assessed. Available for TVs, refrigerators, dryers, washing machines, dishwashers, ovens, cooktops and split system air-conditioners. This benefit is available in addition to the food spoilage reimbursement and laundry costs reimbursement below.</p>

<p>Food Spoilage</p>	<p>Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include food spoilage.</p>	<p>\$100 reimbursement is available at your request, for any claim where food spoilage is caused by the fault. No receipts are required.</p> <p>This reimbursement is in addition to the \$100 store credit available where an essential appliance (a TV, refrigerator, dryer, washing machine, dishwasher, oven, cooktop or split system air conditioner) is not repaired within 10 business days from the date it is assessed.</p>
<p>Laundry Costs</p>	<p>Regardless of the value of the product, you are entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include laundry costs.</p>	<p>\$100 reimbursement is available at your request, where you have incurred laundry costs during the period your washing machine is not in working order. No receipts are required.</p> <p>This reimbursement is in addition to the \$100 store credit available where an essential appliance (a TV, refrigerator, dryer, washing machine, dishwasher, oven, cooktop or split system air conditioner) is not repaired within 10 business days from the date it is assessed.</p>
<p>Who is obliged to provide the remedy for a defective product?</p>	<p>The Good Guys (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages)</p>	<p>The Good Guys Concierge Team can be contacted by phone 1300 765 988, 9am to 6pm Melbourne time, Monday to Saturday excluding national public holidays) or via The Good Guys website (www.thegoodguys.com.au/concierge/concierge-contact-us)</p>
<p>Is a loan product available while my product is being repaired?</p>	<p>No. However, regardless of the value of the Product, if You decide to organise and obtain a loan product from a rental company or other company, the cost you incur may, in certain circumstances, be recoverable as a reasonably foreseeable consequential loss caused by the defect.</p>	<p>There is no specific Gold Service Extras benefit for a loan product.</p>
<p>What happens if I receive a remedy for a defective product?</p>	<p>Any replacement product or repair will be covered for a reasonable period depending upon the circumstances in the same way described under the heading “How long does the protection against defects last?”</p>	<p>Your Gold Service Extras product protection continues for the period you’ve chosen, if it is repaired.</p> <p>If your product is replaced with an equivalent replacement product Gold Service Extras product protection will cease, although in certain circumstances you may be offered a credit equal to the original purchase price you paid for your The Good Guys Gold Service Extras membership. This credit can be applied to the cost of purchasing a new The Good Guys Gold Service Extras membership for your replacement product. You will also have ACL rights in relation to your replacement product.</p>
<p>Is a Technical Assistance Helpline available to help with my product?</p>	<p>Not required under the ACL but some suppliers and manufacturers do provide a helpline.</p>	<p>No, but your local store can offer support and assistance with your product.</p>

THE GOOD GUYS GOLD SERVICE EXTRAS TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Parties to these Terms and Conditions

The Good Guys Gold Service Extras is provided by The Good Guys of Podium Level, 60 City Road, Southbank VIC 3006. These Terms and Conditions apply between You and Us in relation to Your The Good Guys Gold Service Extras membership.

1.2 Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Your rights under the ACL exist independently of these The Good Guys Gold Service Extras terms and conditions

1.3 No Performance Guarantee or Insurance

The Good Guys Gold Service Extras is not a guarantee of performance or an insurance policy nor are We insurers.

1.4 Modifications to Terms and Conditions

To the extent permitted by law, The Good Guys may change the benefits received and Terms and Conditions of The Good Guys Gold Service Extras from time to time upon reasonable prior notice. Upon any change in the benefits or Terms and Conditions, The Good Guys will notify You directly or by updating the Terms and Conditions on its website located at www.thegoodguys.com.au.

2. DEFINITIONS

In these Terms and Conditions:

Affiliate means, in relation to TGGDWA, any entity that directly or indirectly controls, or is controlled by, or is under common control with TGGDWA or a holding company of TGGDWA. For the purposes of this definition:

For the purposes of this definition:

- (a) **"control"** means, in relation to TGGDWA, where an entity:
- (i) controls the composition of TGGDWA's board;
 - (ii) is in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of TGGDWA;
 - (iii) holds more than one-half of the issued share capital or units of TGGDWA; or

(iv) has the capacity to determine the outcome of decisions about TGGDWA's financial and operating policies.

- (b) **"holding company"** means, in relation to a party, an entity that controls TGGDWA.

Business Days means a day not being a Saturday or Sunday or a public holiday in the state or territory in which Your Enrolled Product is located.

Commencement Date means the date on which You take possession of Your Enrolled Product.

Concierge Member Communications means all communications sent by The Good Guys and the Concierge Team to The Good Guys Gold Service Extras members relating to their The Good Guys Gold Service Extras memberships.

Concierge Rewards means the rewards provided by The Good Guys from time to time which are at all times subject to the terms and conditions notified to You by The Good Guys from time to time.

Concierge Store Credits has the meaning given in section 5.2 ('Concierge Store Credits') of these Terms and Conditions.

Concierge Team means Our dedicated customer service team available to The Good Guys Gold Service Extras members.

Enrolled Product means the product You purchased from The Good Guys with The Good Guys Gold Service Extras (as described in the original purchase receipt and/or tax invoice for the product)

Equivalent Replacement Product means a product of the same or similar make and technical specification as Your Enrolled Product (as determined by Us), which may have a lower selling price than Your Enrolled Product and is not limited to the original manufacturer of Your Enrolled Product.

Essential Appliance means a television, refrigerator, dryer, washing machine, dishwasher, split system air conditioner, oven and cooktop. .

Force Majeure Event means any war, sabotage, terrorist activity, national emergency, blockades, government action, storm, flood, earthquake, epidemic or pandemic.

Large Appliance means large televisions (e.g. with a screen size of forty inch and above), washing machines, dryers, fridges, freezers, dishwashers and large/fixed cooking goods such as wall ovens, under bench ovens, free-standing ovens, cooktops, rangehoods and integrated microwaves.

Manufacturer's Warranty means the voluntary warranty (if any) for parts and/or labour provided by the manufacturer of the Enrolled Product.

Minimum voluntary warranty period means the period under Our Minimum Voluntary Warranty Policy (set out in The Good Guys Understanding Your Rights brochure available from <https://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions>) during

which You are entitled to have Your Product either repaired or replaced in the event that Your Product becomes faulty through no fault of your own.

Mechanical or Electrical Failure means a sudden and unforeseen breakdown of Your Enrolled Product arising from a mechanical or electrical fault, including as a result of normal wear and tear (excluding a gradual reduction of the operating performance of the Enrolled Product), but does not include any breakdown of Your Enrolled Product caused by those faults listed in section 6.1 ('Excluded faults') of these Terms and Conditions.

Original Purchase Price means the amount paid by You to The Good Guys to purchase Your Enrolled Product, as recorded on Your original purchase receipt and/or tax invoice.

Payment Card means an Eftpos gift card or stored value card which can be used in any merchant that accepts Eftpos, Visa or Mastercard but is not redeemable for cash.

Repair/Replacement Claim means a claim to have Your Enrolled Product repaired or replaced under these Terms and Conditions because it has suffered a Mechanical or Electrical Failure.

Replacement Product Transfer Period means:

- (a) if the Original Purchase Price of Your Enrolled Product is \$500 or less, the 12 month period commencing on the date on which you take possession of Your Enrolled Product; or
- (b) if the Original Purchase Price of Your Enrolled Product is more than \$500, the period commencing on the date on which you take possession of Your Enrolled Product and ending on the later of:
 - (i) the expiry of the Minimum Voluntary Warranty Period; and
 - (ii) the expiry of the Manufacturer's Warranty.

Small Appliance means an appliance that is not a Large Appliance.

Store Credit means a value with a set expiry date than can be used at The Good Guys in store or online to purchase goods and services.

Terms and Conditions means these The Good Guys Gold Service Extras terms and conditions, as updated from time to time in accordance with section 1.4 ('Modifications to Terms and Conditions').

TGGDWA means The Good Guys Discount Warehouses (Australia) Pty Ltd (ACN 004 880 657).

The Good Guys means TGGDWA and its Affiliates from which the Product was purchased and any additional party referred to on Your original purchase receipt and/or tax invoice.

The Good Guys Gold Service Extras means the benefits and priority service applicable to Your Enrolled Product as detailed in these Terms and Conditions.

The Good Guys Home Services means Home Services Network Pty Ltd ACN 622 336 350 trading as The Good Guys Home Services.

Third Party Service Provider means any third party service provider appointed to provide the Third Party Services.

Third Party Service means the provision of the Concierge Rewards, home installation services, product repair services and all other services which may be required to administer The Good Guys Gold Service Extras or which are offered by The Good Guys, including those that may be added from time to time.

We, Us, Our refers to The Good Guys or any authorised agent or contractor of The Good Guys.

You, Your, or Yours means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for Your Product and Your The Good Guys Gold Service Extras.

3. IMPORTANT THINGS TO KNOW ABOUT THE GOOD GUYS GOLD SERVICE EXTRAS

3.1 How can You purchase The Good Guys Gold Service Extras?

The Good Guys Gold Service Extras can be purchased with an eligible product (see section 3.3 ('Eligible products') of these Terms and Conditions) from The Good Guys in store, online or over the phone. The Good Guys Gold Service Extras must be purchased at the same time as you purchase an eligible product.

3.2 When does The Good Guys Gold Service Extras membership start and how long does it last?

Your The Good Guys Gold Service Extras membership commences from the Commencement Date of Your The Good Guys Gold Service Extras membership and, subject to section 4.5 ('Replacement terms') of these Terms and Conditions, continues for the membership period You have purchased (unless cancelled earlier in accordance with section 7.2 ('Cancellation of Your The Good Guys Gold Service Extras membership by You') or section 7.3 ('Cancellation of Your The Good Guys Gold Service Extras membership by Us') of these Terms and Conditions).

The duration of The Good Guys Gold Service Extras membership that You can purchase will depend upon the Enrolled Product purchased:

Enrolled Product Type	Membership period(s) available for purchase
Enrolled Products valued at \$500 or less	3 Years
Enrolled Products valued at more than \$500 (excluding split system air conditioners)	3 or 5 Years
Split System Air-Conditioners valued at more than \$500	5 or 7 Years

3.3 Eligible products

The Good Guys Gold Service Extras is only available for purchase if the eligible product purchased by you:

- (a) is purchased new;
- (b) is purchased to be primarily used in Australia;
- (c) is one of the following types of product:
 - (i) a domestic product used by You, for domestic or personal purposes only; or
 - (ii) an office product, such as a PC, Laptop, tablet, facsimile machine, photocopier, computer, scanner, printer, other computer peripheral or telephone, designed, and Used by You, for personal or office purposes (provided the Product is used in an office of a maximum of five (5) people); and
- (d) NOT one of the following types of excluded products: BBQs, BBQ accessories, BBQ tools, BBQ cleaning, sinks & taps, kitchen sinks, kitchen taps & filters, kitchen appliance accessories, water filters, coffee machine cleaner, all kitchenware products (except food vacuum sealers), fridge accessories, ironing boards & accessories, washer and dryer accessories, laundry accessories, vacuum attachments & accessories, bathroom scales, DVD & Blu-Ray movies, TV cables & accessories, power boards & extension leads, TV antennas, wall mounts & stands, TV wall brackets, TV cabinets & stands, mobile accessories, audio accessories, cases & protectors, audio cables, tablets accessories, software & peripherals, gaming accessories, USB & hard drives, computer bags, home business & security software, mobile broadband, computer accessories, ink toner, paper & cables, office supplies, GPS accessories, camera accessories, drones, any product sold by Us on behalf of a third party supplier under an agency agreement or arrangement.

3.4 Not available for products which will be subject to commercial use

Apart from purchases of tech products for small office use (5 people or less), The Good Guys Gold Service Extras is not available for products used for commercial purposes. Please advise The Good Guys of the intended product use at the time of purchase, as You will not be eligible for The Good Guys Gold Service Extras for any product that is intended to be used commercially.

3.5 How to lodge a claim under Your The Good Guys Gold Service Extras membership

To assist the Concierge Team in providing the quickest possible resolution to any claims or enquiries You have in relation to Your The Good Guys Gold Service Extras membership, We recommend that You lodge all claims and enquiries;

- online via www.thegoodguys.com.au/contact-concierge-team or by submitting an enquiry on the Concierge Team's Contact Us page: (www.thegoodguys.com.au/concierge/concierge-contact-us).
- by calling the Concierge Team on 1300 765 988

3.6 Store Credits

Store Credits issued in connection with The Good Guys Gold Service Extras are subject to terms and conditions which are available at <https://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions>, which may be amended by Us from time to time.

In particular, please note that Store Credits cannot be used to purchase certain products, including stored value/gift cards, digital products and products which The Good Guys sells as agent for the relevant manufacturer or supplier. Unless otherwise stated, Store Credits are valid for 5 days from date of issue.

Any Store Credit issued in connection with Your The Good Guys Gold Service Extras membership may also be subject to additional terms and conditions which we notify you of from time to time.

3.7 Further information

Further information on The Good Guys Gold Services Extras, information on current offers and answers to frequently asked questions can be found at www.thegoodguys.com.au/concierge

4. REPAIR/REPLACEMENT CLAIMS

4.1 Once you have lodged Your Repair/Replacement Claim

Within 1 Business Day of the date on which You lodge Your Repair/Replacement Claim, the Concierge Team will provide you with instructions on the next steps in relation to Your Repair/Replacement Claim.

You agree to participate in any troubleshooting process (via phone or online video call) that the Concierge Team may reasonably request you to undertake in relation to Your Enrolled Product for the purposes of resolving any issues you are experiencing with Your Enrolled Product. For the avoidance of doubt, any such troubleshooting process shall not constitute an inspection by Us of Your Enrolled Product for the purposes of section 4.6 ('Repair period guarantee').

4.2 Simple replacement (Enrolled Products with an Original Purchase Price of \$500 or less)

If the Original Purchase Price for Your Enrolled Product is \$500 or less and We have confirmed that it has suffered a Mechanical or Electrical Failure, Your Enrolled Product will be replaced so You don't have to wait for it to be repaired.

How simple replacement works:

If Your Enrolled Product is a Small Appliance:

- the Concierge Team will provide You with a claim number to take to The Good Guys store of Your choosing with Your Enrolled Product and any accessories;
- you may be required to participate in troubleshooting on Your Enrolled Product; our team will assess Your Enrolled Product in-store to verify that it has suffered a Mechanical or Electrical Failure;

- upon verification that Your Enrolled Product has suffered a Mechanical or Electrical Failure, an Equivalent Replacement Product will be issued as per section 4.5 ('Replacement terms') in these Terms and Conditions.

If Your Enrolled Product is a Large Appliance:

- the Concierge Team will arrange for an authorised agent to complete an in home assessment of Your Enrolled Product to verify that it has suffered a Mechanical or Electrical Failure; and
- you may be required to participate in troubleshooting on Your Enrolled Product;
- once We have confirmed that Your Enrolled Product has suffered a Mechanical or Electrical Failure, the Concierge Team will provide You with a claim number to take to The Good Guys store of Your choice, where an Equivalent Replacement Product will be issued in accordance with section 4.5 ('Replacement terms') in these Terms and Conditions.

In some circumstances, You may prefer to have Your Enrolled Product repaired rather than replaced. If You make such a request, We may offer You this option at Our discretion.

4.3 Repair or replacement (Enrolled Products with an Original Purchase Price greater than \$500)

If the Original Purchase Price of Your Enrolled Product is more than \$500, then:

- (a) if Your Enrolled Product is a Large Appliance, the Concierge Team will contact an authorised agent on Your behalf and arrange an assessment of Your Enrolled Product. The authorised agent will contact You to confirm an appointment time that is convenient without You needing to leave home;
- (b) You may be required to participate in troubleshooting on Your Enrolled Product
- (c) if Your Enrolled Product is a Small Appliance, the Concierge Team will contact You and will ask You to take Your Enrolled Product to a The Good Guys store close to Your home or send Your Enrolled Product to an authorised repairer so We can ensure the appropriate assessment. Please let Us know if You are unable to take Your Enrolled Product to a store close to Your home or to an authorised repairer and The Concierge Team will work with you to make reasonable, alternative arrangements.

Once We have confirmed that Your Enrolled Product has a suffered a Mechanical or Electrical Failure, We will either:

- (a) have Our approved repairer repair Your Enrolled Product to normal working order in accordance with section 4.4 ('Repair Terms') of these Terms and Conditions; or
- (b) if We decide the Enrolled Product is unable to be repaired to normal working order or it is uneconomical to do so, replace Your Enrolled

Product in accordance with section 4.5 ('Replacement Terms') of these Terms and Conditions.

4.4 Repair terms

Your Enrolled Product needs to be in Australia in order to be repaired.

Repairs and/or costs associated with repairs to Your Enrolled Product will be at no cost to You provided they are not subject to an exclusion in these Terms and Conditions.

We will repair Your Enrolled Product or relevant parts with the same or equivalent parts. We may replace Your Product with a refurbished Equivalent Replacement Product, rather than repairing it and the replacement of Your Enrolled Product with a refurbished Equivalent Replacement Product will be deemed a repair for the purposes of these Terms and Conditions. Refurbished parts may also be used to repair Your Enrolled Product.

4.5 Replacement terms

Your Enrolled Product needs to be in Australia in order to be replaced.

We will determine what is an Equivalent Replacement Product. Where possible, We will provide you with up to 3 Equivalent Replacement Product options to choose from prior to processing Your Replacement Claim.

If We delivered Your Enrolled Product to You when You purchased it and You elect to receive one of the Equivalent Replacement Product options offered to You, then We will deliver (at Our own cost) your chosen Equivalent Replacement Product to Your home (and if Your faulty Enrolled Product is still in Your possession, remove it from Your home at no charge to You).

Additionally, if The Good Guys Home Services installed Your Enrolled Product, when You purchased it and You elect to receive one of the Equivalent Replacement Product options offered to You, then We will (at Our own cost) ensure that The Good Guys Home Services installs your chosen Equivalent Replacement product at Your home (and if Your faulty Enrolled Product is still in Your possession, remove it from Your home at no charge to You). Please note the following if Your Enrolled Product is to be replaced:

- If none of the Equivalent Replacement Product options offered are acceptable to You, You may request an alternative replacement product with similar specifications from Us. If You do so, We may at our discretion allow You to select an alternative product with similar specifications valued at no more than the Original Purchase Price of Your Enrolled Product.
- If the Equivalent Replacement Product chosen by You has a price which is lower than the Original Purchase Price of Your Enrolled Product, or You elect to receive a product that is not an Equivalent Replacement Product and that product has a lower price than the Original Purchase Price of Your Enrolled Product, You will not

be entitled to a refund of the difference between the Original Purchase Price of Your Enrolled Product and the value of Your chosen Equivalent Replacement Product or other selected product, unless We determine otherwise.

- If We offer You an Equivalent Replacement Product but You instead elect to receive a product that is not an Equivalent Replacement Product (**Non-Equivalent Replacement Product**) and that Non-Equivalent Replacement Product has a price which is higher than the Equivalent Replacement Product(s) offered to You, You will be required to pay the difference in price between the Non-Equivalent Replacement Product and the Equivalent Replacement Product (with the highest price) offered to You.
- If We reasonably believe that We cannot provide You with an Equivalent Replacement Product, We will provide You with a Store Credit to the value of the Original Purchase Price of Your Enrolled Product in lieu of an Equivalent Replacement Product.

Whether Your The Good Guys Gold Services Extras will continue to apply after Your Enrolled Product is replaced will depend on the circumstances in which Your Enrolled Product is replaced:

- If Your Repair/Replacement Claim is made within the Replacement Product Transfer Period and you wish to add The Good Guys Gold Service Extras to (as the case may be) Your chosen Equivalent Replacement Product, Your chosen Non-Equivalent Replacement Product or the replacement product You purchased with a Store Credit provided to You in lieu of an Equivalent Replacement Product (**Chosen Replacement Option**), then we may offer You a credit up to the original price paid by You for Your The Good Guys Gold Service Extras Membership, that you can put towards a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option.
 - o if You choose to take up Our offer to apply this credit towards the cost of a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option, Your existing The Good Guys Gold Services Extras membership will cease, and any remaining entitlements under that The Good Guys Gold Service Extras membership will be forfeited.
 - o if you choose not to take up our offer of a credit to purchase a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option, only Your remaining entitlements and benefits referred to in section 5 ('Other The Good Guys Gold Service Extras member benefits') of these Terms and Conditions under Your The Good Guys Gold Service Extras membership will continue for the remainder of the term of Your The Good Guys Gold Service Extras membership. You will not be able to make a Repair/Replacement Claim under Your The Good Guys Gold Service Extras membership in relation to Your Chosen Replacement

Option.

- If Your Repair/Replacement Claim is made after the expiry of the Replacement Product Transfer Period, You will not be able to make a Repair/Replacement Claim under Your The Good Guys Gold Service Extras membership in relation to Your Chosen Replacement Option. Your remaining The Good Guys Gold Service Extras membership entitlements and benefits referred to in section 5 ('Other Gold Service Extras member benefits') of these Terms and Conditions, including Concierge Store Credits and access to Concierge Rewards, will continue for the remainder of the term of Your The Good Guys Gold Service Extras membership.

Where We have replaced Your Enrolled Product with Your Chosen Replacement Option, Your Enrolled Product will become Our property. You may dispose of the Enrolled Product if We agree in writing prior to You disposing of it.

If Your Enrolled Product suffers a Mechanical or Electrical Failure which only relates to an attachment or accessory, the attachment/accessory may be replaced (subject to the exclusions in section 3.3 ('Eligible products'), section 6.1 ('Excluded faults'), section 6.2 ('Excluded repairs') and section 6.3 ('Excluded costs, loss and damages' of these Terms and Conditions), rather than replacing Your Enrolled Product.

If We agree to replace your Enrolled Product with Your Chosen Replacement Option then You will have 90 days from the date on which we agree to arrange the collection of or take delivery of your Chosen Replacement Option and finalise your claim. If you have not done so within this 90 day period, You will be required to raise a new replacement request for Your Enrolled Product. We will assess this new replacement request at that time, independently from Your previous replacement product request.

4.6 Repair period guarantee

If Your Enrolled Product is not repaired to normal working order within 20 Business Days from:

- If Your Enrolled Product is a Large Appliance, the date We first inspect it; or
- If Your Enrolled Product is a Small Appliance, the date We receive Your Product from You,

We will, upon Your request, replace Your Product in accordance with section 4.5 ('Replacement terms') of these Terms and Conditions. If You would prefer to proceed with the repair after the expiry of this 20 Business Day period you can request this, and We will provide You with a \$100 Store Credit.

4.7 No Lemon Guarantee

If Your Enrolled Product requires more than 2 separate and distinct repairs as a result of Mechanical or Electrical Failure during the term of Your The Good Guys Gold Service Extras membership, We will replace your

Enrolled Product in accordance with section 4.5 ('Replacement terms') of these Terms and Conditions.

4.8 In-home Repair for Large Appliances

In most cases, repairs for Enrolled Products which are Large Appliances will be undertaken in Your home if those repairs can be carried out effectively and safely. All Large Appliances are required to be in a serviceable position and We may need to coordinate this prior to Our approved repairer arriving at Your home. If repairs are required to be undertaken at an approved repairer's premises, We will bear all costs to remove, re-install and transport Your Enrolled Product to and from those premises. In these instances, section 4.6 ('Repair period guarantee') of these Terms and Conditions will continue to apply.

4.9 Mechanical or Electrical Failure caused by wear and tear

If Your Enrolled Product suffers Mechanical or Electrical Failure due to wear and tear arising from normal use of the Product, then We will repair or replace Your Enrolled Product in accordance with these Terms and Conditions.

Mechanical or Electrical Failure is caused by wear and tear if it occurs as a result of normal wear or aging and is not the result of any external influence such as physical impact or water damage.

4.10 Free shipping

If Your Enrolled Product requires repair and We request Your Enrolled Product be sent to Our repairer, We will arrange shipping and pay for the cost to send Your Enrolled Product within Australia, excluding any barge or ferry costs, from Your home to Our approved repairer and from Our approved repairer back to Your home.

4.11 Essential Appliance delayed repair Store Credit

Where Your Enrolled Product is an Essential Appliance, We have confirmed that it has suffered a Mechanical or Electrical Failure and Your Enrolled Product is to be repaired, if it has not, or is unlikely to be repaired within ten Business Days from the date We assess it, We will, at Your request, provide You with a \$100 Store Credit. Your entitlement to the \$100 Store Credit is subject to You being available for any appointment reasonably proposed by Our repair agent.

4.12 Food spoilage reimbursement

If Your Enrolled Product is a fridge or freezer and We have confirmed that it has suffered a Mechanical or Electrical Failure, You may notify the Concierge Team and We will, at Your request, provide a \$100 Payment Card for food spoilage. No receipts are required. This reimbursement may be requested at the time the claim is made and is available in addition to the \$100 Store Credit to which You may be entitled under section 4.11 ('Essential appliance delayed repair Store Credit') of these Terms and Conditions.

4.13 Laundry costs reimbursement

If Your Enrolled Product is a washing machine, We have confirmed that it has suffered a Mechanical or Electrical Failure and You have incurred laundry costs during the period Your Enrolled Product is not in working order, You may notify the Concierge Team and We will, at Your request, provide a \$100 Payment Card to reimburse You for laundry costs incurred. No receipts are required. This reimbursement may be requested at the time the claim is made and is available in addition to the \$100 Store Credit to which You may be entitled under Section 4.11 ('Essential Appliance delayed repair Store Credit') of these Terms and Conditions.

5. OTHER GOLD SERVICE EXTRAS MEMBER BENEFITS

5.1 Concierge 30 Day Price Guarantee

To be eligible for a Concierge 30 day price guarantee claim, You must have purchased Your Enrolled Product with The Good Guys Gold Service Extras and lodged a claim online (at www.thegoodguys.com.au) within 30 calendar days of Your purchase date. 30 day price guarantee claims cannot be made in store.

Evidence of the lower advertised online price must be provided at the time the claim is made. Payment for the relevant purchase must have been paid in full and the Enrolled Product taken or delivered (if applicable). We will verify that any competitor price is current and that the item is available for immediate sale and delivery. The lower advertised price must be for the same brand and model as Your Enrolled Product, and be covered by a warranty issued by the manufacturer which is applicable in Australia. The price must be in Australian dollars and include all fees and taxes.

Claims under the Concierge 30 day price guarantee are limited to individual shoppers. Claims by corporate or business customers are not permitted. There is a limit of one claim per Enrolled Product. Once a claim under the 30 day price guarantee in respect of an Enrolled Product claim is lodged, no future claims can be made in respect of that Enrolled Product.

Concierge 30 day price guarantee claims can only be made in respect of prices advertised on The Good Guys website or on the websites of 11 nominated competitors (Appliances Online, Big W, Bing Lee, David Jones, Harvey Norman, JB HiFi, Joyce Mayne, Myer, Retravision, Target, and Officeworks).

The Concierge 30 day price guarantee claims are not available for advertising errors or misprints, negotiated prices, promo code and finance offers, or cash backs including where offered directly by a supplier or a third party. Concierge 30 day price guarantee claims are not available for percentage off and other sales events offered by The Good Guys and The Good Guys Concierge, bonus offers, limited or minimum quantity offers, clearance and items sold on marketplace websites such as eBay and Amazon or any brand it sells on behalf of a third party supplier under an agency agreement.

The Good Guys Gold Service Extras members who lodge a claim for a 30 day price guarantee agree to receive Concierge Member Communications

and future marketing materials from The Good Guys about special offers and events. Members can opt out of receiving marketing material at any time by updating their preferences via www.thegoodguys.com.au/concierge/concierge-contact-us

Eligible claims will receive 120% of the purchase price difference back as a Store Credit (via SMS or email as determined by Us). Claims may be rounded up to the nearest dollar at the discretion of The Good Guys. A valid email address and mobile number must be supplied on the on-line claim form.

Any Store Credit issued to satisfy a Concierge 30 day price guarantee claim, will be valid for 30 days from the date of issue.

5.2 Concierge Store Credits

For each twelve month period commencing on the Commencement Date of Your The Good Guys Gold Service Extras membership and each anniversary of that Commencement Date, a \$20 Store Credit (**Concierge Store Credit**) will be sent to You three times during each such twelve month period until Your The Good Guys Gold Service Extras membership expires. You can receive Your Concierge Store Credit via SMS or email, to a valid mobile number or email address provided to The Good Guys. The method of receiving Concierge Store Credits may change from time to time and will be at the discretion of The Good Guys.

Concierge Store Credits can be redeemed either online or at any of The Good Guys stores across Australia, by the expiry date notified to You. For customers who purchase multiple Gold Service Extras memberships, a maximum of nine Concierge Store Credits will be issued to any customer in any twelve month period from date of purchase. Concierge Store credits are issued per customer. Providing multiple mobile numbers and / or email addresses will not be accepted and no additional Concierge Store Credits will not be issued for members holding 4 or more separate The Good Guys Gold Service Extras memberships.

You must opt in to receive Concierge Member Communications in order to receive Concierge Store Credits. If You do not opt in, or later choose to opt out of receiving Concierge Member Communications, Your entitlement to receive Concierge Store Credits will be suspended. This suspension applies to the period of membership during which You chose not to receive Concierge Member Communications.

Each Concierge Store Credit is unique, can only be redeemed once and must be used by the expiry date as it cannot be re-issued. Unless otherwise notified to You, Concierge Store Credits are valid for 5 days from date of issue. Concierge Store Credits can only be used on the ticket price of products, no further discounts apply. Concierge Store Credits cannot be used in conjunction with any other Store Credit offers. Purchases using Concierge Store Credits must be fully paid for and dispatched by the expiry date of the Concierge Store Credit, unless a product is on order, in which case it must be fully paid for prior to the Concierge Store Credit expiring.

We reserve the right to, from time to time, notify You of additional terms and conditions applicable to the use of Concierge Store Credits, including individual outlets where the credits can be redeemed and whether a minimum spend is required before their use.

5.3 Concierge Rewards

When You purchase a The Good Guys Gold Service Extras membership, You will be entitled to access additional Concierge Rewards made available by The Good Guys from time to time which You can redeem on a range of products, offers and discounts.

To be eligible to claim Concierge Rewards You must provide a valid email address and a valid mobile telephone number to The Good Guys when You add The Good Guys Gold Service Extras to the purchase of Your Enrolled Product and remain "opted-in" to receive Concierge Member Communications. Your entitlement to access Concierge Rewards will be suspended for any period during which You elect not to receive Concierge Member Communications.

Concierge Rewards may come in the form of member benefits, including exclusive member offers, invitations to member only events, discounts and rewards from partner brands and giveaways.

Concierge Rewards are subject to terms and Conditions, which are subject to change from time to time without notice. These rewards can only be claimed by You, as the person registered as The Good Guys Gold Services Extras member. Further information about Concierge Rewards can be found on our The Good Guys Gold Service Extras membership pages at www.thegoodguys.com.au

6. PRODUCT AND SERVICE EXCLUSIONS

6.1 Excluded faults

The Good Guys Gold Service Extras does not cover:

- (a) a fault or deficiency in operation, quality or appearance in the Enrolled Product brought to Your attention before You, purchased the Enrolled Product; or
- (b) faults caused by:
 - (i) negligence, accidental damage, accidental or deliberate misuse or unauthorised alterations;
 - (ii) failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
 - (iii) external sources, including electrical interference, power surges and voltage fluctuations;
 - (iv) infestations of vermin, pests or insects;
 - (v) acts of God or man-made catastrophes;
 - (vi) water damage, rust or corrosion.; and
 - (vii) firmware upgrades and computer viruses.

6.2 Excluded repairs

The Good Guys Gold Service Extras does not cover repairs to:

- (a) fix cosmetic damage, such as paint or finishing, dents or scratches, which do not affect the operation of the Enrolled Product;
- (b) accessories used in or with the Enrolled Product (save as otherwise expressly provided in these Terms and Conditions);
- (c) cartridges, tapes, software, or add-on options incorporated in the Enrolled Product; or
- (d) data or removable data mediums caused by the Mechanical or Electrical Failure of the Enrolled Product.

6.3 Excluded costs, loss or damage

The following costs, loss or damage are excluded from and not covered by The Good Guys Gold Service Extras:

- (a) cost of replacement of any item or accessory, either external or internal, that is intended to be replaceable including shelves, fuses, rechargeable batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers (save as otherwise expressly provided in these Terms and Conditions);
- (b) loss, damage or costs incurred as a result of:
 - (i) damage to or loss of software, data or removable data medium caused by the Mechanical or Electrical Failure of the Enrolled Product;
 - (ii) damage from batteries or other consumables, internal or external to the Enrolled Product;
 - (iii) using the Enrolled Product for purposes other than those described in paragraph (c) of section 3.3 ('Eligible Products') of these Terms and Conditions;
 - (iv) any use of Your Enrolled Product contrary to the manufacturer's instructions or any failure to maintain Your Enrolled Product in accordance with the manufacturer's instructions;
 - (v) transportation, installation or removal of the Enrolled Product except as otherwise expressly provided in these Terms and Conditions;
 - (vi) loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
 - (vii) normal maintenance costs, cleaning, servicing, re-gassing lubrication or external adjustments;
 - (viii) any Mechanical or Electrical Failure of Your Enrolled Product if it is recalled by the manufacturer, importer or a government agency;
 - (ix) any claim against You by any Third Party including for personal injury or damage to property; or
 - (x) any claim by You for personal injury or damage to property;
- (c) costs incurred for the delivery and installation of a replacement product for Your Enrolled Product or extraction and disposal of an existing

Enrolled Product in Your possession, except as otherwise expressly provided in these Terms and Conditions;

- (d) If the Enrolled Product is a television:
 - (i) costs of replacing stands or wall brackets unless specifically covered by a separate agreement;
 - (ii) damage to screens, stands or wall brackets that is caused by faulty or incorrectly installed stands or wall brackets;
 - (iii) screen defects resulting from 'after image' or 'burn in'; and
 - (iv) faults where the Product is operating within the normal range of the manufacturer's performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise.

6.4 Refusal of Claims

We may refuse a service or benefit under The Good Guys Gold Service Extras if, in Our reasonable opinion, You make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with a service request. We may also refuse a service or benefit where an exclusion applies, if You do not comply with a material term of these Terms and Conditions, or in accordance with Our rights as set out in section 7.3 ('Cancellation of this The Good Guys Gold Service Extras by Us') or section 6.5 ('Force Majeure') of these Terms and Conditions.

6.5 Force Majeure

If We cannot meet an obligation or are otherwise prevented from performing any obligation under these Terms and Conditions because of any Force Majeure Event, then:

- (a) the obligation is suspended to the extent it is affected by the Force Majeure Event for so long as the Force Majeure Event continues; and
- (b) We will use reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event as soon as practicable.

7. TRANSFER AND CANCELLATION

7.1. Transfer

You can transfer Your The Good Guys Gold Service Extras membership to a new owner of the Enrolled Product at no cost to You. To arrange a transfer, please call the Concierge Team. The transfer of Your The Good Guys Gold Service Extras membership will exclude all Concierge Rewards benefits. Concierge Reward benefits can only remain with You, as the original purchaser of the Enrolled Product.

7.2 Cancellation of this The Good Guys Gold Service Extras by You

If You have not made a Repair/Replacement Claim or utilised any of Your The Good Guys Gold Service Extras benefits or entitlements referred to in section 5 ('Other Gold Service Extras member benefits') of these Terms and Conditions within thirty days of the Commencement Date, You can return to any The Good Guys store and request a cancellation of Your The Good Guys Gold Service Extras membership and receive a full

refund of the price You paid for Your The Good Guys Gold Service Extras membership.

You may also cancel Your The Good Guys Gold Service Extras membership and receive a credit for the price paid for Your The Good Guys Gold Service Extras membership in accordance with section 4.5 ('Replacement terms') of these Terms and Conditions.

Subject to Your rights under law, including the Australian Consumer Law, if You otherwise cancel Your The Good Guys Gold Service Extras membership, You will not be entitled to a refund of the price You paid for Your The Good Guys Gold Service Extras membership.

7.3 Cancellation of Your The Good Guys Gold Service Extras membership by Us

We have the right to cancel Your The Good Guys Gold Service Extras if You commit a material breach of any of these Terms and Conditions, you have given any false information to Us when seeking service or otherwise, or for any other reason allowable by law. We will provide You with reasonable notice of the cancellation.

8. OTHER INFORMATION

8.1 Privacy

The Good Guys have engaged various Third Party Service Providers to assist in the performance and management of its obligations under The Good Guys Gold Service Extras and for this purpose You consent to The Good Guys providing those Third Party Service Providers with Your contact details and information about Your Enrolled Product.

You consent to all of the uses and disclosures of Your contact details and information described in The Good Guys Privacy Policy which can be accessed at www.thegoodguys.com.au.

The Good Guys may use and disclose information about You to any third party it appoints to administer The Good Guys Gold Service Extras, its repairers and its other Third Party Service Providers (including to any person situated outside Australia) for the purpose of:

- (a) Providing service and benefits in relation to Your The Good Guys Gold Service Extras;
- (b) Repairing or replacing the Enrolled Product within Your The Good Guys Gold Service Extras period; and
- (c) Advertising, marketing and offering other products and services to You.
- (d) Linking this The Good Guys Gold Service Extras Membership to a family member such as your spouse or child;

You consent to The Good Guys and its Third Party Service Providers contacting You, including sending emails, SMS, mail or making contact by telephone, for the purposes set out in this section 8.1 ('Privacy'). You confirm You have the necessary authority to provide the information and to give these consents.

8.2 Law and Jurisdiction

These Terms and Conditions are governed by the laws of the State or Territory in Australia where Your Enrolled Product was purchased.

8.3 Notices

Any notice We give You will be in writing and will be effective from the time of:

- delivery to You personally; or
- postage to Your address last known to Us. It is important You notify Us of any change to Your address as soon as possible.

8.4 Disputes

In case of a dispute with The Good Guys about Your The Good Guys Gold Service Extras membership or any services provided to You in connection with Your Concierge Gold Services Extras membership, You are entitled to ask for a review of a decision or benefit paid to you by emailing the details of your claim to conciiergeescalations@thegoodguys.com.au

In every case received by email, an independent assessment will be provided to You within 15 Business Days of the date of your email request.

8.5 How to Contact Us

You can Contact the Concierge Team by;

Telephone: 1300 765 988

Online: www.thegoodguys.com.au/concierge/concierge-contact-us

In Writing:

The Good Guys Concierge PO Box 238,
Melbourne VIC 3205

GOLD SERVICE EXTRAS

Concierge is here to help when you need assistance.
www.thegoodguys.com.au/concierge/concierge-contact-us
or call us at

1300 765 988

f /thegoodguysAU

THE GOOD GUYS®