

## Target Market Determination for Gold Service Extras

(5 October 2021)

### About this document

This Target Market Determination is made by The Good Guys Discount Warehouses (Australia) Pty Ltd (**The Good Guys**) in relation to Gold Service Extras, with effect from 5 October 2021. The full terms and conditions for Gold Service Extras are available at <https://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions>.

This Target Market Determination is made for the purposes of section 994B of the Corporations Act 2001 (Cth) (the **Corporations Act**) and sets out certain information required to be made publicly available by The Good Guys under Part 7.8A of the Corporations Act.

This Target Market Determination is not intended to constitute financial product advice in relation to Gold Service Extras. You should read the full terms and conditions for Gold Service Extras and consider whether Gold Service Extras meets your own personal needs, objectives and financial situation before deciding whether to purchase Gold Service Extras.

### Key attributes

Gold Service Extras provides customers with:

- a 30 day price guarantee protection for pricing changes at The Good Guys and nominated competitors;
- three \$20 Concierge store credits each year of their Gold Service Extras membership;
- access to Concierge Rewards made available by The Good Guys from time to time, including exclusive member offers, invitations to member only events, discounts and rewards from partner brands and giveaways; and
- the right to have goods they purchase from The Good Guys repaired or replaced, in the event those goods suffer a mechanical or electrical failure (including due to normal wear and tear) during the term of their Gold Service Extras membership. These rights exist independently of (but overlap with) their rights under the Australian Consumer Law.

### Target market

The target market for Gold Service Extras comprises:

- customers who regularly shop with The Good Guys (and are therefore likely to benefit from Concierge Rewards and receiving regular \$20 Concierge store credits under their Gold Service Extras Membership); and
- customers who:

- purchase goods from The Good Guys for personal or domestic use (or an office product for use in an office of up to 5 people) which may suffer mechanical or electrical failure; and
- want certainty (beyond what is provided by the Australian Consumer Law) about their rights to have those goods replaced or repaired in the event those goods suffer a mechanical or electrical failure after expiry of the equivalent replacement/repair rights under The Good Guys' minimum voluntary warranty.

Gold Service Extras is **not** suitable for customers who:

- purchase goods from The Good Guys for commercial use (other than office products used in an office of up to 5 people), for example a domestic use washing machine installed at a laundromat;
- do not intend retaining the goods they purchase from The Good Guys in Australia; or
- expect to mitigate the financial consequences of the goods they purchase from The Good Guys suffering accidental damage, loss or theft.

#### When will this Target Market Determination be reviewed?

A review of this Target Market Determination will occur within 24 months of the date on which this Target Market Determination was made, and every 24 months following the last review.

Events that may cause early reviews of the Target Market Determination are:

- Amendments are made to the Australian Consumer Law (or the interpretation of relevant provisions of the Australian Consumer Law are clarified by a superior Australian court) which materially affects the degree of certainty or other additional benefits provided by Gold Service Extras beyond what customers are entitled to under the Australian Consumer Law.
- The Gold Service Extras terms and conditions are amended in a way which materially affects its key attributes.
- Systemic complaints are received from customers making claims under their Gold Service Extras membership, which indicate that they misunderstood the benefits provided by Gold Service Extras and were not within the target market.
- Information provided by regulators (ASIC or ACCC) indicate that this Target Market Determination may no longer be appropriate.
- A significant dealing in Gold Service Extras occurs which is inconsistent with this Target Market Determination.

#### Distribution of Gold Service Extras

Gold Service Extras should only be made available for purchase by customers in respect of goods purchased from Gold Service Extras which may suffer mechanical or electrical failure.

Prior to purchasing Gold Service Extras, customers must be:

- informed of at least 3 benefits of Gold Service Extras other than product care; and
- if they are told of the product care benefits of Gold Service Extras:

- provided with a copy of (or provided with access to) The Good Guys' "Understanding Your Rights" brochure which contains information about The Good Guys' Minimum Voluntary Warranty period and the Australian Consumer Law; and
- informed that even if they do not purchase Gold Service Extras, if their product is faulty:
  - they may be entitled to have the product repaired or replaced for free under the manufacturer's warranty, depending upon the length and terms of the manufacturer's warranty;
  - they are also already covered for a free replacement or repair during the relevant periods indicated in the Understanding Your Rights brochure under The Good Guys' Minimum Voluntary Warranty; and
  - they may also have rights under the Australian Consumer Law to a free remedy even after expiry of the manufacturer's warranty and The Good Guys' Minimum Voluntary Warranty periods, but the exact duration and nature of Australian Consumer Law rights is uncertain; and
- informed that the main benefit of the product care features of Gold Service Extras is that it provides them with certainty that they will be entitled to have their product repaired or replaced in the event it becomes faulty after expiry of their replacement and repair rights under The Good Guys' Minimum Voluntary Warranty, until the end of their Gold Service Extras membership.

These disclosures make it likely that customers who purchase Gold Service Extras will be within the target market because such customers, when they are making a decision about whether to purchase Gold Service Extras, will be informed about:

- the non-product care benefits of Gold Service Extras, so that they can make an informed assessment as to whether they see sufficient value in such benefits to purchase Gold Service Extras; and
- if they are told about the product care benefits of Gold Service Extras:
  - the rights they have (even if they do not purchase Gold Service Extras) under the Australian Consumer Law, The Good Guys minimum voluntary warranty and the manufacturer's warranty to have their product repaired if it is faulty; and
  - the key attributes of Gold Service Extras which may benefit them.

Sales staff should not make Gold Service Extras available to a customer if they become aware that the customer:

- is intending to use a product they are purchasing from The Good Guys for commercial purposes (other than an office product being used in an office of up to 5 people); or
- not intending to retain a product they are purchasing from The Good Guys in Australia.