

# **The Good Guys Concierge and Fitbit Australia Pty Ltd**

## **Try, Review, Keep Program**

### **Terms & Conditions**

1. The Good Guys Concierge and Fitbit Australia Pty Ltd Try, Review, Keep ("Program") is conducted by The Good Guys Discount Warehouses (Australia) Pty Ltd (ACN 004 880 657) of 60 City Road, Southbank VIC 3006 (The Good Guys).
2. Participation in the Program is deemed as acceptance of these Terms and Conditions.
3. Participation in the Program is only opened to The Good Guys Concierge Members who are residents in Australia and aged 18 years and over. Employees (and their immediate families) of The Good Guys and Fitbit Australia Pty Ltd and employees of competitors of Fitbit Australia Pty Ltd products are ineligible to apply. Competitors of Fitbit Australia Pty Ltd products are defined as any company that sells or manufactures products in the same industry or product categories as Fitbit Australia Pty Ltd and/or The Good Guys.
4. Applications open on 28/09/2022 and close 11.59pm AEST on 02/10/2022 ("Application Period").
5. To apply, Concierge members must visit [www.thegoodguys.com.au/concierge-member-benefits](http://www.thegoodguys.com.au/concierge-member-benefits) and complete the application form during the Application Period. Applicants must provide information about themselves, what they like the most about the product and which product feature would benefit them the most. Applicants must also agree to submit a short written and video review if selected as a participant in the Program.
6. Participants must be available to submit their review between October and November 2022.
7. The Good Guys will select nine [9] applications in total to become participants in the Program. The Good Guys' decision is final, and no correspondence will be entered into.
8. The Good Guys will review all applications for suitability for participation in the Program.
9. Incomplete, indecipherable or illegible applications will be deemed invalid.
10. The Good Guys reserves the right, at any time, to verify the validity of applications and applicants (including an applicant's identity, age and employer) and reserves the right, in its sole discretion, to disqualify any individual who The Good Guys has reason to believe has breached any of these Terms and Conditions, tampered with the application process or engaged in any unlawful or other improper conduct. The Good Guys' decisions will be made in their sole discretion and no correspondence will be entered into. Errors and omissions may be accepted at The Good Guy's sole discretion. Failure by The Good Guys to enforce any of its rights at any stage does not constitute a waiver of those rights. The Good Guys' legal rights to recover damages or other compensation from such an offender are reserved.
11. Only one (1) application permitted per Concierge member.
12. Each selected participant will be provided with a Fitbit Versa 4 FB523SRAG-FRCJK or Fitbit Sense 2 FB521SRWT-FRCJK or Fitbit Inspire 3 FB424BKBK-FRCJK to complete the review.
13. Each selected participant agrees to participate in the Program in consideration of receipt of Fitbit Versa 4 FB523SRAG-FRCJK or Fitbit Sense 2 FB521SRWT-FRCJK or Fitbit Inspire 3 FB424BKBK-FRCJK allocated to them. During the Program, participants must use the product in accordance with its instruction manual in an ordinary domestic manner.

14. Applications will be judged in the week following the Application Period by The Good Guys at 60 City Road, Southbank VIC 3006 and the selected participants will be notified via email and/or phone.
15. Participants must submit their written and video review of the product within the advised time frame between October and November 2022 of receipt of The Good Guys email inviting them to submit a review of the product to The Good Guys website. Participants warrant that they will respond honestly in relation to the product(s) they test, and any review(s) provided will be a true reflection of the participant's opinion. Reviews can be positive or negative, and this will not impact a participant's ability to remain part of the Program or keep the product. However, if the participant fails to submit their review within the advised time frame between October and November 2022 of the receipt of the email, they will forfeit the product and must return it to their closest The Good Guys Store within 7 days of a written request from The Good Guys to do so.
16. By participating in the Program, the participant consents to The Good Guys supplying Fitbit Australia Pty Ltd with their personal details, including their name(s), mobile telephone number(s) and full address for the purpose of delivering the product.
17. Participants agree that they are solely responsible for any materials they submit as part of the Program including but not limited to comments, recordings and images ("Content"). The Good Guys shall not be liable in any way for such Content to the full extent permitted by law. The Good Guys may remove or decline to publish any Content without notice for any reason whatsoever. Participants warrant and agree that:
  - a. they will not submit any Content that is unlawful or fraudulent, or is in breach of any intellectual property, privacy, publicity or any other laws or rights, is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
  - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - d. the Content is the original work of the participant that does not infringe the rights of any third party (or the participant has obtained the written permission of the owner(s) of the work);
  - e. they consent to any use of the Content which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
  - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
19. To the extent permitted by law, without limiting any other terms herein, participants agree to indemnify The Good Guys for any breach of these terms and conditions.
20. As a condition of participating in this Program, each participant licenses and grants The Good Guys, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Content for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

21. By participating in the Program, the participant consents to The Good Guys Discount Warehouses (Australia) Pty Ltd ABN: 48 004 880 657 and Fitbit Australia Pty Ltd ABN:37 168 857 494 contacting them about promotional offers and exclusive content.
22. If this Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of The Good Guys, including but not limited to technical difficulties, unauthorised intervention or fraud, The Good Guys reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Program, as appropriate.
23. Nothing in these Terms and Conditions limit, exclude or modify or purport to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under 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 Good Guys (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 Program.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Good Guys (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 technical difficulties or equipment malfunction (whether or not under The Good Guy's control); (b) any theft, unauthorised access or third party interference; (c) any application that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Good Guys) due to any reason beyond the reasonable control of The Good Guys; (d) any tax liability incurred by a participant; or (e) use of a Fitbit device.
25. The Good Guys collects personal information ("PI") from both applicants and participants in order to conduct the Program and will collect, use, share, transfer and otherwise handle this PI in accordance with its Privacy Policy, which can be viewed at <https://www.thegoodguys.com.au/privacy-policy> . If The Good Guys does not collect the mandatory information (including PI) requested from an applicant in the application form, then the applicant will not be able to participate in the Program. The Privacy Policy contains information about our Privacy Principles, what PI The Good Guys collects, how The Good Guys uses this PI (including for any marketing purposes), what PI The Good Guys shares with third parties (including sharing with Fitbit Australia Pty Ltd ABN:37 168 857 494, how long The Good Guys retains PI, how participants may access, update and/or correct their PI, how participants may lodge a complaint regarding any breach of The Good Guys Privacy Policy, Australian privacy law (or any other applicable law) and how those complaints will be dealt with. The Good Guys may share PI outside of Australia in connection with the purposes described above and in the Privacy Policy.
26. This Program is in no way sponsored, endorsed or administered by, or associated with Facebook. Any questions, comments or complaints regarding the Program must be directed to The Good Guys, not Facebook.