TERMS AND CONDITIONS

RECEIVE UP TO \$400

ON SELECTED LAUNDRY AND REFRIGERATION APPLIANCES

TERMS AND CONDITIONS

Information about this promotion and how to participate forms a part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

This promotion is valid in conjunction with any other Fisher & Paykel promotions unless otherwise stated. The full list of available promotions and their Terms and Conditions can be found at www.fisherpaykel.com/au/promotions

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.

PROMOTIONAL PERIOD

The promotion commences 12:01am (AEST) 14 April 2025 and closes 11:59pm (AEST) 31 May 2025 (**Promotional Period**). Claims must be received by the Promoter by 11.59pm (AEST) 31 July 2025 (Claims Closing Date). Any claims received after the Claims Closing Date will be ineligible.

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.

PROMOTIONAL OFFER AND QUALIFYING PRODUCTS

Purchase a qualifying Fisher & Paykel product as set out below (Qualifying Products) during the Promotional Period to be eligible to claim an Activ™ Visa Digital Gift Card as follows:

REFRIGERATION CATEGORY

E-GIFT CARD VALUE PER QUALIFYING PRODUCT PURCHASED	QUALIFYING PRODUCTS*
\$400	RF730QNUVX1, RF730QNUVB1, RF730QZUVB1
\$350	RF605QZUVB1
\$300	RF500QNUX1, RF500QNUB1, RF605QDVB2, RF605QDVX2, RF605QDUVX2, RF605QDUVB2, RF605QNUVX1, RF605QNUVB1
\$250	RF522ADX5, RF522ADUB5, RF522ADUX5, RF610ADX5, RF500QNB1, RF500QNX1, RF610ADUB5, RF610ADUX5, RF610ANUB5, RF610ANUX5, RF610AZUB5
\$200	RF522BLPX6, RF522BRPB6, RF522BRPX6

LAUNDRY CATEGORY

E-GIFT CARD VALUE PER QUALIFYING PRODUCT PURCHASED	QUALIFYING PRODUCTS*
\$400	DH9060FS1, DH9060FSG1
\$350	DH9060P2, DH9060PG2
\$300	DH8060P3
\$200	WH1160F2, WH1160FG2, WL1264P1
\$150	WH1060P4, WH1160P3, WH1160S1, WH1060SG1, WL1064G1, WL1064P1
\$100	WH8060J3, WH9060J3, WH8060P3, WH8560P3, WH9060P4, WL8058G1, WL9058G1, WD8560F1

^{*}Qualifying Products may change and are subject to availability.

To be eligible to participate in this promotion, purchases must be from a participating retailer during the Promotional Period in a single transaction to be eligible to claim the Activ[™] Visa Digital Gift Card. Participating retailers are classed as any Australian retail outlet authorised by the Promoter to sell Fisher & Paykel appliances. For a full list of participating retailers, visit www.fisherpaykel.com/promotion. This promotion is also available for purchases from the Fisher & Paykel website at www.fisherpaykel.com.au.

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.

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.

HOW TO CLAIM

You must register for your claim online at 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 customer name (which must match the customer name on the proof of purchase), address, daytime contact phone number and email address.
- b. Products & serial numbers of your Qualifying Products
- c. Copy of your proof of purchase a receipt/tax invoice indicating the customer name, date of purchase, store (including address) invoice number, details of Qualifying Products including model number, the price paid (excluding any additional charges eg warranty costs) and total invoice amount, you can do this by:
 - 1. Computer scan your proof of purchase & save as a PDF
 - 2. Smartphone take a photo of your proof of purchase from your smartphone & make sure it is in focus & legible

You can provide the Promoter 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 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. You are responsible for providing the correct details. If the details provided are incorrect, your claim will be declined and the Promoter will contact you to advise that the Activ[™] Visa Digital Gift Card cannot be issued. You will then be required to submit a new online claim form with the correct details. If the email address you provide is incorrect, the Promoter is not responsible for recovering or reissuing the Digital Gift Card (and in any event may be unable to do so).

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 $Activ^{TM}$ Visa Digital Gift Card.

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. If your claim is approved, you will receive a confirmation email. If you have not received a confirmation email please check your Spam or Junk folder. If you do not receive a confirmation email you will need to re-submit your claim and/or contact the Promoter.

To follow up on the status of your claim, or if you do not receive your Activ™ Visa Digital Gift Card within 45 days, please contact the Fisher & Paykel promotions team at <u>AUS.Promotions@fisherpaykel.com</u> and ensure you include your full name, contact number and unique code (found in your approval email). The claimant agrees that if they receive the Activ™ Visa Digital Gift Card but then return the Qualifying Product(s) under any returns policy the retailer may have, they will also return the Activ™ Visa Digital Gift Card to the Promoter. This includes the full load value of the Activ™ Visa Digital Gift Card, regardless of whether any portion of the load value has been spent by the claimant.

GENERAL

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.

The Promoter reserves the right to withhold and / or refuse payment of the Activ™ Visa Digital Gift Card 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.

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 and Activ™ Visa Digital Gift Cards are not transferable or exchangeable and cannot be taken as cash.

If any Activ[™] Visa Digital Gift Cards or part of a Activ[™] Visa Digital Gift Cards is unavailable, the Promoter, in its discretion, reserves the right to substitute the Activ[™] Visa Digital Gift Cards with different Digital Gift Cards of equal or greater value.

The Activ™ Gift Card is issued by Heritage and People's Choice Limited trading as Heritage Bank ABN 11 087 651 125 pursuant to a licence from Visa Worldwide PTE Ltd. For full terms & conditions visit <u>www.activgiftcard.com.au/terms-conditions</u>. Redemption of the Activ™ Visa Digital Gift Cards is subject to those terms and conditions including any expiry date. Any unused balance of the Activ™ Visa Digital Gift Cards after the expiry date will not be awarded as cash.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Activ™ Visa Digital Gift Card.

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.

Nothing in these Terms and Conditions restricts, excludes, or modifies any consumer rights under any applicable statute including the Competition and Consumer Act 2010 (Cth).

Insofar as is permitted by applicable law, the Promoter and its agents will not in any circumstances (whether arising in tort, contract or otherwise) be responsible or liable for any loss, damage, personal injury or death arising in connection with the promotion (including, without limitation, liability in connection with: (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 tax liability incurred by a claimant; or (e) participation in the promotion), except where it is caused by the negligence or deliberate breach of the Promoter or its agents.

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 may announce and/or advertise this promotion on Facebook and/or third party social media platforms. This promotion is in no way sponsored, endorsed or administered by, or associated with Meta or other third party social media platforms. Participants understand that they are providing their information to the Promoter and/or agencies acting on its behalf and not to Meta or other third party social media platforms. To the maximum extent permitted by law, you agree that you fully release and will hold Meta and other third party social media platforms harmless from all liability arising in any way out of this promotion.

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. Your participation in this promotion is conditional on providing this information. These Terms and Conditions are deemed to incorporate the Promoter's Privacy Policy and by participating in the promotion, you accept the terms and conditions of the Promoter's Privacy Policy. For further details see the Promoter's Privacy Policy at fisherpaykel.com/au/privacy-policy.

This promotion and these Terms and Conditions are governed by the laws of Australia, New South Wales.

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.