

# PHILIPS



## DreamStation \$100 digital gift card cash back

### PHILIPS DREAMSTATION CASH BACK PROMOTION (AUSTRALIA)

#### Terms and Conditions

1. These Terms and Conditions, together with the Philips Privacy Policy (available at [www.philips.com.au/privacypolicy](http://www.philips.com.au/privacypolicy)) which is incorporated by reference into these Terms and Conditions, and the Claim Form ("**Claim Form**"), contain the entire understanding and agreement ("**Agreement**") between the Promoter and the Claimant in relation to the Philips DreamStation Cash Back Promotion ("**Promotion**" or "**Cash Back Offer**").
2. Information on how to make a Claim and qualify for the Cash Back Offer forms part of these Terms and Conditions.
3. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

#### Promotional Period

4. The Promotion commences at 9:00 am AEDT on 1 April 2026 and 11:59 pm AEDT on 31 December 2026 ("**Promotional Period**"). All Claim Forms must be received by 5:00 pm AEDT on 31 January 2027.

#### Eligibility and Participation

5. The Cash Back Offer is only open to individuals who are Australian residents 18 years and above, and who have been prescribed CPAP therapy by a registered sleep physician ("**Claimant**") who submit a Claim during the Promotional Period.
6. To enter, Claimants must purchase and pay in full:
  - (i) a new DreamStation (each as set out in clause 25) (together with the "**Eligible Products**"), as part of the same transaction during the Promotional

Period and submit a claim form in accordance with clause 9 - 16 ("**Claiming Process**").

7. Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.
8. Employees and the immediate families of the Promoter and of Promoter's retail partners and agencies associated with this Promotion are ineligible to participate in the Promotion. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or first cousin. Any purchase receipt provided indicating a staff discount has been applied will not be accepted.

#### Claiming Process

9. To submit a Claim, the Claimant must:
  - a. Purchase an Eligible Philips Product(s) (as set out in Clause 25) from any participating CPAP Provider in Australia only during the Promotional Period and follow the steps below. Trade seconds products are excluded.
  - b. Visit [www.philips.com.au/promotions](http://www.philips.com.au/promotions) and:
    - i. complete all fields on the official Online Claim Form ("**Online Claim Form**") with the Claimant's personal information and product purchase details; and
    - ii. upload a clear and legible scan or photo of the fully paid store or online purchase receipt, tax invoice or order confirmation indicating store name, receipt number, date of purchase, model/ item purchased and payment details ("**Proof of Purchase**") for the Eligible Philips Product.

10. The above steps must be completed and the Online Claim Form and Proof of Purchase submitted by 5:00 pm AEDT on 31 January 2027. Note: The claim process will be turned off from 5:00 pm AEDT on 31 January 2027 and online submissions after this date will not be processed.

11. Claims must be submitted within 30 days of the purchase date to be eligible. Any Claims submitted after this period will be deemed invalid and will not be processed.

12. Where a Claim for the Eligible Products is submitted in accordance with clause 9, 10 and 11, the Claimant will receive a cash back amount of \$100 AUD ("**Cash Back Amount**"). Each Claimant may only make one Claim.

13. Payment of the Cash Back Amount will be made via digital gift card ("**digital Mastercard gift card**") to the information provided in the Claimant's Online Claim Form, once the Claim has been validated by the Promoter. Please allow approximately 3-4 weeks from the time the Promoter takes receipt of the Claimant's Online Claim Form for payment of the Cash Back Amount to be made. The Claimant must ensure that all details provided for the payment of the Cash Back Amount are correct.

The Cash Back Offer is not valid in conjunction with any other promotional offer. The Cash Back Offer will be available only during the Promotional Period.

14. The Cash Back Amount cannot be redeemed for cash, transferred, exchanged for any other product or claimed at point of purchase.
15. Any tax liability arising as a result of accepting any Cash Back Amount is the responsibility of

the Claimant. Any costs incurred by the Claimant associated with claiming the Cash Back Offer are the sole responsibility of the Claimant.

16. Any ancillary costs associated with redeeming a digital Mastercard gift card are not included. Any unused balance of a digital Mastercard gift card will not be awarded as cash. Redemption of a digital Mastercard gift card is subject to any terms and conditions of the issuer including those specified on the digital Mastercard gift card. 'Digital Mastercard gift card', 'Card' and 'Gift Card' means the Digital Waivpay Gift Card issued by 545490 Pty. Ltd. ABN 83 648 605 225. Terms and Conditions apply - <https://www.waivpay.com/terms/digital>. Digital Mastercard gift cards are redeemable at locations where Mastercard is accepted across Australia only. Entrants must have a compatible phone with NFC enabled in order to receive, activate and use the digital Mastercard gift card. Physical gift cards cannot be issued.

#### Claim Form and Proof of Purchase

17. Online Claim Forms are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt. The Promoter and its associated agencies or companies accept no responsibility for lost, late, incomplete, indecipherable or illegible or misdirected Claims. Any Online Claim Forms submitted more than 30 days after the purchase date, without a Proof of Purchase or any Online Claim Forms received after 5.00 pm AEDT on 31 January 2027 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Claims will also be deemed invalid.
18. The Promoter reserves the right to validate and check the authenticity of the Claim Form and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms and Conditions. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with Proof of Purchase will be deemed void.
19. Claimants must retain their original Proof of Purchase to claim their Cash Back Offer.
20. Failure to produce the Proof of Purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
21. The Promoter's decisions are final and no correspondence will be entered into.
22. If the Promoter becomes aware, or has reason to suspect, that the Claimant is fraudulently using or misusing the Cash Back Offer, the Promoter reserves the right, in its sole discretion, to refuse the Claim and disqualify the Claimant from the Cash Back Offer and any future offers.
23. Claimant acknowledges and agrees that where the Eligible Philips Product is returned to a retailer following the Claimant's receipt of the Cash Back Amount, Claimant will be liable to repay any Cash Back Amount received in relation to that Eligible Philips Product to the Promoter, except where the Claimant has returned the Eligible Philips Product as a result of it not complying with one or more of the consumer guarantees as set out in the Australian Consumer Law.
24. Claimants who have provided valid contact information and a valid Online Claim Form will receive a confirmation notification.

#### Eligible Products and Payment Process

To enter, Claimants must purchase and pay in full: (i) a new DreamStation CPAP as described in accordance with clause 25.

25. The Eligible Philips Products are listed below and must be purchased from any participating CPAP Provider in Australia only during the Promotional Period. Factory seconds or refurbished purchases are excluded from the Promotion.

#### DreamStation

Material	Description
AUX400T15	DreamStation CPAP Pro HumHT
AUX500T15	DreamStation Auto CPAP HumHT

#### Liability and Indemnity

26. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or Claim Form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Claimant's or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports 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 the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, the Promoter and the Claimant excludes all liability for indirect, special or consequential, loss or damages (including loss of opportunity), arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
- Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - Any theft, unauthorised access or third-party interference;
  - Claims that are 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; and
  - Any tax liability incurred by a Claimant.
28. The Claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any claim by any person (including but not limited to other Claimants in the Promotion), arising as a result of or in connection with the Claimant's fault or negligence during the Promotion. In this document 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.
29. If this Promotion 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law: a) to disqualify any Claimant; or b) to modify, suspend, terminate or cancel the Promotion (or any part of the Promotion), as appropriate.
30. The Claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any claim by any person (including but not limited to other Claimants in the Promotion), arising as a result of or in connection with the Claimant's fault or negligence during the Promotion. In this document 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

31. A party's liability for any liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.

#### Privacy

32. By entering this Promotion, each Claimant is taken to consent to Philips collecting the Claimant's personal information ("PI"). The Promoter collection, use and disclosure of Personal Information is subject to the Philips Privacy Policy (available at [www.philips.com.au/privacypolicy](http://www.philips.com.au/privacypolicy)) and is incorporated into this Agreement. The Promoter collects PI in order to conduct the Promotion, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. The Cash Back Offer is conditional on providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips N.V. and/or its affiliate companies and this information may be used in any media, for future promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Claimant, without any further reference or payment or other compensation to the Claimant. All PI of the Claimant will be stored by Koninklijke Philips N.V. and/or its affiliate companies and is subject to Philips Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Philips Privacy Policy website. Each Claim Form becomes the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By participating in this Promotion, individuals consent to the overseas transfer on these terms, and to the fullest extent permitted by law, agrees not to hold Philips liable in this regard.
33. If any provisions of these Terms and Conditions are held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms and Conditions in that jurisdiction is not affected. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.
34. These Terms and Conditions will be interpreted in accordance with the laws of New South Wales, Australia. This Promotion shall be governed by and construed in accordance with the laws of New South Wales, Australia.

#### Promoter

35. The Promoter is Philips Electronics Australia Limited (ABN 24 008 445 743) of 65 Epping Rd, North Ryde, NSW 2113 ("**Promoter**"). Online Claims will be processed by The Consortium Clemenger (ABN 35 920 946 217) of PO Box 6012, Blacktown NSW 2148.
36. The Promoter may, at any time and in its sole discretion, vary these Terms and Conditions by publishing the varied terms and conditions on its website and any collateral attached to the Promotion. By submitting a Claim after the varied terms and conditions have been published, the Claimant is deemed to have accepted any such varied terms and conditions. For the avoidance of doubt, the varied Terms and Conditions will not apply to Claims submitted under previous versions of the Terms and Conditions.