

TERMS AND CONDITIONS

Information on how to claim the Bonus Gift (as set out below) forms a part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

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.

This promotion applies to purchases of A grade products only from participating retailers and does not apply to purchases of trade seconds or refurbished products.

Promotional Period

The promotion commences 12.01am 1 March 2021 and closes 11.59pm 30 April 2021 (**Promotional Period**). Claims must be received by the Promoter by 11.59pm 31 July 2021 (**Claims Closing Date**). Any claims received after this date will be ineligible.

Promotional Offer

Purchase a qualifying product as set out below (**Qualifying Products**) from a participating retailer during the Promotional Period and be eligible to receive a Bonus Gift.

Qualifying Products and Bonus Gift

QUALIFYING PRODUCTS		BONUS GIFT
<i>Product Category</i>	<i>Eligible Models</i>	
Quad Door Variable Temperature Zone Refrigerators	RF605QDVB1	Food & Wine Lovers' Collection
	RF605QDVB2	
	RF605QDVX1	
	RF605QDVX2	
	RF605QNUVB1	12 bottles of wine from Wine Selectors to the value of \$340 ^{RRP}
	RF605QNUVX1	
	RF605QDUVB1	Food & Wine matching booklet
	RF605QDUVB2	
	RF605QDUVX1	A copy of Selector magazine
	RF605QDUVX2	
	RF605QZUVB1	

Note: The bottles of wine included in each pack will be selected by the Bonus Gift supplier.

Qualifying Products 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 Products purchased under finance or payment agreements are eligible to participate in this promotion.

Products 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 model(s) purchased, date of establishment of rental agreement and the rental term. Products under rental plans with rental terms less than 18 months are ineligible to claim for this promotion.

If a Qualifying Product 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 product(s) (and therefore access to the product serial number) must occur before the Claims Closing Date in order to lodge an online claim for this promotional offer.

You must register for your claim online here <https://www.fisherpaykel.com/au/promotions>.

Claimants must agree to these full Terms and Conditions on the online claim 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 - name (which must match the customer name on the proof of purchase), delivery address (this cannot be a P.O. Box), delivery instructions and daytime contact phone number
- b. Date of birth
- c. Product code(s) & Serial number(s) of your Qualifying Product(s)
- d. Copy of your proof of purchase - a receipt/tax invoice indicating customer name (which must match the customer name on the claim form), date of purchase, store (including address) invoice number, details of Qualifying Products including serial number and model number, the price paid (excluding any additional charges e.g. warranty costs) and total invoice amount.

You can provide a copy of your proof of purchase by either scanning or taking a photo of your proof of purchase and uploading with your claim form.

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 Bonus Gift.

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 us. Your Bonus Gift will be posted to the address on your online claim form. Rural deliveries may need to be collected from the local post office or courier depot.

The Bonus Gift will not be delivered to anyone less than 18 years of age. If there is any doubt about the age of the recipient on delivery, the recipient will be required to produce an appropriate form of photographic ID. If the recipient is unable to produce appropriate ID, the Bonus Gift will not be able to be delivered.

To follow up on the status of your claim, or if you do not receive your Bonus Gift within 45 days of your approval email, please contact the Fisher and Paykel promotions team [here](#) and ensure you include your full name, contact number and unique code (found in your approval email).

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 serial numbers is mandatory for entry into this promotion.

You agree that if you receive the Bonus Gift but then return the Qualifying Product(s) under any returns policy the retailer may have, you will also return the Bonus Gift to the Promoter.

General

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.

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.

If the Promoter is unable to verify the authenticity of any serial number supplied during the claim process, the claimant shall, if requested by the Promoter, provide an electronic image of the serial number or cut out and post in the serial number from the product carton.

The Promoter reserves the right to withhold delivery of the free gift 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 Bonus Gift is not transferable or exchangeable and cannot be taken as cash.

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 are not transferrable or assignable.

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, trademark 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.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or any other social media platform that this may appear on.

Entrants understand that they are providing their information to the Promoter and/or agencies acting on its behalf and not to Facebook.

Except for any liability that cannot be excluded by law, the Promoter and its respective bodies corporate (including their officers, employees and agents) and Facebook excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury; or any loss or damage (including, without limitation, loss of opportunity, loss of profits or loss of property); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (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 variation in gift value; (e) any tax liability incurred by a claimant; or (f) participation in the promotion or use of a gift.

You accept the Bonus Gift entirely at your own risk and indemnify the Promoter in respect of any claim for accident, injury or property damage that may occur in connection with the Bonus Gift.

If any Bonus Gift or part of a Bonus Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Bonus Gift with a Bonus Gift of equal or greater value.

If any Bonus Gift is damaged or broken during delivery, please contact the Bonus Gift supplier, Australian Wine Selectors Pty Limited ("Wine Selectors") on (02) 9137 5369 to resolve the matter. You may need to provide your reference number found in your confirmation of entry email.

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, unauthorised 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 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 the Bonus Gift suppliers, other suppliers and as required, to Australian regulatory authorities, or use such information to contact the claimant in relation to this promotion. The claim is conditional on providing this information. If the claimant marks the applicable box, the Promoter and, if applicable, the Bonus Gift Supplier may use the claimant's personal information for the purposes specified at the time of collection. Claimants should direct any requests to access, update or correct information to the Promoter. All claims become the property of the Promoter. These Terms and Conditions are deemed to incorporate our privacy policy and by

entering the promotion, you accept the terms and conditions of our privacy policy. For further details see our [privacy policy](#). Your details will need to be provided to Wine Selectors for the purposes of delivery and confirming age of the recipient for compliance with Australian laws. For further details of Wine Selectors privacy policy you can see their privacy policy [here](#).

This promotion and these Terms and Conditions are governed by Australian law.

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.