

Noise Cancelling True Wireless Headphones WF-1000XM4

Love Them or Your Money Back Promotion

Terms & Conditions

SUMMARY – SOME KEY POINTS ABOUT THE CLAIMS PROCESS

Set out further below are our full terms and conditions for this Promotion.

If you have any questions about this Promotion, please contact TCC on 1300-887-096 or via email: sonypromotions@campaign.net.au

We wanted to summarise the process that applies if you do not love your new WF-1000XM4 product and want to return them and get your money back. The process to get your money back involves making an online claim and then sending the product back. The amount you get back is the price you paid for the product plus your postage costs to send them back (capped at a maximum \$15.00). The key information is set out in clause 6 below. Please note the following key points in relation to the claims process:

- Different time periods apply for how long you have to make your online claim to start the process of getting your money back:

PRE-ORDERS: If you pre-order the product from a Participating Sony Australia Authorised Dealer from 9 June up to and including 18 July 2021, you will have 14 days from the **date of shipment or collection** from the Participating Sony Australia Authorised Dealer. *Example:* you pre-order the product on 10 June (purchase date) but they are not shipped to you by the Participating Sony Australia Authorised Dealer until 15 July (and you receive them on 17 July). In this case the 14 days to make your online claim starts from 15 July. If in this example you pick up your product on 15 July when it arrives from the Participating Sony Australia Authorised Dealer (rather than having it sent to you), the 14 days would start from 15 July too.

PURCHASES ON OR AFTER 19 JULY 2021: On the other hand, if you purchase the product on or after 19 July 2021, your 14-day period to make your claim runs from the **date of purchase**. *Example:* if you purchase your product on 20 July 2021, then you have 14 days from 20 July 2021 to make your claim. The reason for this difference is so that customers who decide to pre-order the product are not excluded from this “Love Them or Your Money Back” offer.

- The information that you need to include when making your online claim includes uploading images of things such as your purchase receipt and (in the case of pre-orders) proof of shipping date or collection date. Please make sure you retain copies of these.

- Once you have lodged your online claim you will be given a validation number, and you then have 1 month from the date you receive this validation number to send your product back to TCC for validation.

Please also note that for your claim to be successfully validated your returned product must meet certain conditions, such as being returned in its original packaging and not being damaged. Please be aware of all the requirements as set out in clause 15.

FULL TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this Sony 14 Day Love Them or Your Money Back Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. Offer is not valid in conjunction with any other offer.
2. Eligible claimants who make a Qualifying Purchase for an Eligible Product during the Purchase Period and who submit a claim for a Refund during the Refund Period will be eligible to receive a Refund (capital terms are defined below), subject to these Terms and Conditions.
3. The Promoter is Sony Australia Limited (ABN 59 001 215 354) of Level 3, 165 Walker Street, North Sydney, NSW, 2060.
4. The Promotion **commences at 12:01AM AEST on 9 June 2021 and closes for Qualifying Purchases at 11:59PM AEST on 12 September 2021 ("Purchase Period")**. A claim for a Refund under the Promotion must be made within 14 days from the date of the Qualifying Purchase (unless it is a Pre-Order) during the Purchase Period in accordance with these Terms and Conditions.
5. **Definitions**

For the purposes of these Terms and Conditions:

- a. "**EFT**" means an electronic fund transfer to the Australian bank account specified by an Eligible Claimant when completing their Online Claim Registration Form;
- b. "**Eligible Product**" means the following Sony models: Sony WF-1000XM4;
- c. "**Participating Sony Australia Authorised Dealer**" means JB Hi-Fi, Harvey Norman, Amazon, The Good Guys, Bing Lee, Sony Store (Castle Hill, Chatswood, Parramatta), Sony Online, Officeworks, WHSmith or Tech2Go;
- d. "**Pre-Order**" means a Qualifying Purchase made during the period from 12.01AM AEST on 9 June 2021 up to and including 23:59PM on Sunday 18 July 2021 within the Purchase Period;
- e. "**Refund**" means an amount (in AUD), provided by EFT, comprising the sum of:

- i. the amount the Eligible Product was purchased for, as shown on the Proof of Purchase; and
 - ii. the amount for postage for returning the Eligible Product to TCC, up to a maximum of \$15.00.
- f. **“The Consortium Clemenger” or “TCC”** means the Consortium Clemenger Pty Limited who is engaged by the Promoter to help administer this Promotion; and
- g. **“\$”** is a reference to Australian dollars.

Eligibility

6. To be eligible to claim a Refund, each claimant must:

- a. be an Australian resident with an Australian residential address;
- b. be aged 18 years and older. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this Promotion. Employees of the Promoter, a Participating Sony Australia Authorised Dealer or any agency associated with this Promotion (including TCC) and the immediate family members of such employees are not eligible to participate in this Promotion;
- c. purchase outright, an Eligible Product from a Participating Sony Australia Authorised Dealer during the Purchase Period and the purchase must not have been made under any other offer or discount provided by a Participating Sony Australia Authorised Dealer (**“Qualifying Purchase”**); and
- d. within 14 days from the date of purchase of the Eligible Product (or, in the case of Pre-Orders, 14 days from the date of shipment or pick up of the Eligible Product) (**“Refund Period”**):
 - i. visit (sony.com.au/moneyback) (**“Website”**) and complete an Online Claim Registration Form (**“Online Claim Registration Form”**), completing all the requested details (including their title, full legal name, postal address, telephone number, mobile telephone number, current and valid email address, date of Qualifying Purchase, bank account details where they wish to receive their Refund, the serial number of the Eligible Product purchased, an image of the Eligible Product serial number and upload an image of either:
 - 1. the date of purchase and cost of the Eligible Product (being a copy of the receipt from the Participating Sony Australia Authorised Dealer, including showing the claimant’s name) (**“Proof of Purchase”**); or

2. in the case of Pre-Orders, the Proof of Purchase in 1 above and evidence of shipment or collection date from the Participating Sony Australia Authorised Dealer, including showing the claimant's name ("**Proof of Shipment or Collection**").

Upon completing the Online Claim Registration Form the claimant will receive a validation number via email ("**Validation Number**"); and

- ii. send, **via tracked postage**, at the claimant's own cost (reimbursed as part of the Refund if claim validated and approved), the Eligible Product in its original packaging, along with:
 1. the Proof of Purchase and (in the case of Pre-Orders) the Proof of Shipment or Collection as well;
 2. email from TCC showing Validation Number; and
 3. evidence of postage date and cost, such as a receipt from Australia Post or other logistics provider showing the date the Eligible Product was processed for postage and the cost ("**Proof of Postage**"),

to the following address:

**The Consortium Clemenger
1 Basalt Road
PEMULWUY NSW 2145**

within **1 month** from the date the Validation Number is received by email.

(each an "**Eligible Claimant**")

7. For clarity:

- a. **Lay-by, discounted or clearance eBay sales, parallel import stores and second-hand purchases/retailers are excluded from this Promotion.**
- b. **Claims from, or on behalf of businesses or resellers (i.e. distributors or retailers) are not eligible** for this Promotion. Only Claimants who are 'end-users' of the Eligible Products are entitled to claim under this Promotion. For the purpose of this Promotion, 'end-user' means "Consumer" as defined in Schedule 2 – The Australian Consumer Law of the *Competition and Consumer Act 2010* (Cth) ("**CCA**").

8. The name of the Eligible Claimant on the Online Claim Registration Form must match the name on the Proof of Purchase, Proof of Shipment or Collection (in the case of Pre-Orders) and Proof of Postage (where claimant's name is possible). If any of the details submitted as part of the Proof of Purchase, Proof of Shipment or Collection (in the case of Pre-Orders) or Proof of Postage (where claimant's name is possible) do not match the Online Claim Registration Form details submitted by the Eligible Claimant and received by TCC, the claim will be deemed invalid.

Claim validity and Refund

9. Following receipt of the Eligible Product and associated documents by the Promoter, if the Promoter requires any further information from a claimant, the claimant will be informed by email. The Eligible Claimant will then have ten (10) days from the date of this email to provide the requested information to the Promoter. The Promoter may, in its absolute discretion, invalidate any claim if the claimant fails to provide the further requested information within ten (10) days from the date of the email.
10. Incomplete, indecipherable or illegible claims will be deemed invalid.
11. Eligible Products not sent to TCC within 1 month from the date the Validation Number is received by email by the claimant will be deemed invalid. Promoter may accept Eligible Products sent outside of this time for validation and approval in its absolute discretion.
12. One claim per person is permitted, subject to the following:
 - a. Each claimant and/or household will be limited to claim up to a maximum of one (1) total Eligible Products; and
 - b. only one (1) valid claim permitted per Eligible Product purchased (i.e. per product serial number and/or store invoice issued).
13. Claimants can only participate in the Promotion in their own name. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's details (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.
14. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
15. The Eligible Product returned to TCC by a claimant must:
 - a. be in operating order and condition;
 - b. be returned in its original packaging, including the original box the Eligible Product comes in, the sleeve around this box and all cardboard parts;
 - c. include all components, accessories and manuals provided with the Eligible Product including the following:
 - i. all 6 earbuds (small, medium, large)

- ii. charging case
 - iii. all cables included in box
 - iv. instruction manuals (if Tidal voucher is not included, this will not invalidate a claim);
- d. not be damaged. This includes no cosmetic damage such as minor scratches, broken/damaged connections; and
- e. not have ear wax/skin cells embedded into the Eligible Product.

(the “**Return Conditions**”)

16. Where an Eligible Product does not meet the Return Conditions, the Promoter may, in its sole discretion, refuse to provide the Refund or reduce it by an amount that it determines in its absolute discretion is appropriate having regard to the extent that the Eligible Product does not meet the Return Conditions.
17. Eligible Claimants will be notified by email to their nominated email address as set out in their Online Claim Registration Form if their claim for a Refund has been validated and approved (“**Validation Email**”).
18. Eligible Claimants will then receive their Refund within 6 to 8 weeks from the date of the Validation Email.
19. If, due to an error by the successful claimant, the Promoter transfers the Refund to the incorrect bank account, the Promoter will not be responsible or liable to the successful claimant to reissue replacement funds to the successful claimant in order to rectify the error. The successful claimant agrees that he or she will not bring a claim against the Promoter, its employees, directors, agents and, or contractors (including its related bodies corporate and/or its related bodies corporates’ employees, agents or contractors) to recover Refund mistakenly sent to the wrong bank account due to the error of the successful claimant.

General

20. The Refund is not transferable or exchangeable.
21. Any costs associated with accessing the promotional Website remain the responsibility of each claimant and are dependent on the internet service provider used.
22. The Promotion may be extended at the Promoter’s absolute discretion.
23. Any claims submitted to the Promoter where the purchase was made under another offer or discount by another Participating Sony Australia Authorised Dealer, will not be valid.
24. The Promoter’s decision is final and no correspondence will be entered into.

- 25.If a claimant is under the age of 18 years, the Refund will be issued to the claimant's nominated parent or guardian on the successful claimant's behalf.
- 26.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, in its sole discretion, to the fullest extent permitted by law to disqualify any claimant, modify, suspend, terminate or cancel the Promotion, as appropriate.
- 27.The use of any automated software or any other mechanical or electronic means that allow a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 28.Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees set out in Schedule 2 - the Australian Consumer Law of the CCA, 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**"). If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such condition, warranty, or other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
- 29.Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim 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; (e) taking/use of a reward or (f) any other way connected with this Promotion.
- 30.The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers (including such third parties who may be outside of Australia). Participation in this Promotion is conditional on providing this PI. To manage this Promotion, including, but not limited to, administering and processing the Refund in accordance with these Terms and Conditions, the

Promoter utilises an authorised third party vendor to process PI and takes all reasonable steps to ensure that such third party vendor protects the security of claimants' PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.sony.com.au/microsite/privacypolicy> ("**Privacy Policy**"). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

31. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.
32. Questions about this promotion may be directed to TCC on 1300-887-096 or via email: sonypromotions@campaign.net.au