

## TERMS AND CONDITIONS: PHARMACY SLEEP SERVICES SLEEP TEST PROMOTION

The Promoter is Philips Electronics Australia Limited (ABN 24 008 445 743) of 65 Epping Rd, North Ryde, NSW 2113 (“**Promoter**”).

For more information about this Promotion visit [www.pharmacysleepservices.com.au](http://www.pharmacysleepservices.com.au)

### 1. Terms and Conditions

1.1 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 Voucher, contain the entire understanding and agreement (“**Agreement**”) between the Promoter and the Claimant in relation to the Pharmacy Sleep Services Sleep Test Promotion (“**Promotion**”).

1.2 Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions by the Claimant.

### 2. Promotional Period

2.1 The Promotion commences at 09.00am AEST on 1st April 2022 and ends at 11:59pm AEST on 31<sup>st</sup> May 2022 (“**Promotional Period**”). Subject to clause 4.5 all Vouchers must be redeemed by 15th May 2022.

### 3. Eligibility and Participation

3.1 The Promotion is only open to individuals who are Australian residents, aged 18 years and above, and have completed the Stop-Bang and Epworth questionnaires on the PSS website or at a participating pharmacy (“**Claimant**”).

3.2 Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

3.3 Employees and their 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.

### 4. Claiming Process

4.1 To enter, Claimants must complete the sleep quiz by going to the PSS website [www.pharmacysleepservices.com.au](http://www.pharmacysleepservices.com.au) or a participating pharmacy during the Promotional Period, and completing both the Stop-Bang and Epworth questionnaires.

4.2 If the Claimant’s result from the questionnaires indicate the Claimant is at risk of obstructive sleep apnoea (“**Threshold**”), the Claimant will receive a voucher which the Claimant can use to redeem a \$50 discount off a PSS Level 3 home sleep test (“**Voucher**”) at participating pharmacies.

4.3 The Voucher may only be redeemed once and is not valid in conjunction with any other offer.

4.4 The Voucher cannot be redeemed for cash, transferred or exchanged for any other product or services.

4.5 Vouchers may be redeemed after the date in clause 2.1 where the Claimant needed re-testing because insufficient data was recorded during previous test.

### 5. Liability and Indemnity

5.1 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 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.

5.2 CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

5.3 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. 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:

- 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) 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; and
- d) Any tax liability incurred by a Claimant.

5.4 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 participation in the Promotion. In this document 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

5.5 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.

## **6. Privacy**

6.1 By entering this Promotion, each Claimant is taken to consent to Philips collecting the Claimant's personal information ("PI"). The Promoter's 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. If the Claimant opts-in to receive communications by ticking the opt-in box at the time of their participation in the Promotion, Claimant

consents to the information they submit with their Entry (including PI) 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 Entry 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, the Claimant consents to the overseas transfer on these terms, and to the fullest extent permitted by law, agrees not to hold Philips liable in this regard.

7. 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.

8. 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.