

TERMS & CONDITIONS: 'PHILIPS AIR FRYER Tell Us and Win' NOVEMBER AND DECEMBER COMPETITION

1. Information on how to submit an entry into the Competition forms part of these Terms and Conditions. Entry into the Philips Airfryer Tell Us and Win November and December Competition ("**Competition**") is deemed to be an acceptance of these Terms and Conditions.

Promoter

2. The Promoter is Philips Electronics Australia Ltd (A.B.N 24 008 445 743) of 65 Epping Road, North Ryde, New South Wales, 2113 ("**Promoter**"). Entries will be processed by DMC Advertising Group Pty Ltd, Unit 5, 10 Anella Avenue CASTLE HILL NSW 2154 ("**Agency**").

Competition Period

3. The Competition commences at 12 am AEDT on 2 November 2014 and ends 11:59 pm AEDT on 27 December 2014 ("**Competition Period**"). All Entry Forms must be received by 11:59pm AEDT on 27 December 2014.

Eligibility and Participation

4. The Competition is only open to individuals who are Australian residents 18 years and above ("**Participant**"). Corporations, companies, body corporates, groups, organizations and any other corporate bodies and non-corporate bodies are not eligible to participate.
5. Employees and the immediate families of the Promoter and of participating retailers and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. To enter the Competition , the Participant must:
 - a) visit the Philips website www.philips.com.au/airfryer and click the Competition banner to open the Entry Form; ("**Entry Form**");
 - b) complete the online Entry Form in full, and answer the relevant question ("**Competition Question**") posed on the Entry Form;
 - c) enter this Competition as an individual and not on behalf of any group of persons, including any syndicate of persons; and
 - d) complete and submit their online Entry Form so that it is received by the Promoter by the 11:59 pm AEDT on 27 December 2014.

Entry Forms

7. Entry Forms are deemed to be received at the time of receipt by the Promoter as recorded on the Promoter's official clock. 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, stolen, damaged or misdirected Entry Forms. Entry Forms received after 11:59 pm (AEDT) 27 December 2014 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Entry Forms will also be deemed invalid. The Promoter reserves the right to validate and check the authenticity of the Entry Form, and to disqualify any Participant for tampering with the entry process, or who submits an Entry Form that is not in accordance with these Terms and Conditions.
8. During the Competition Period, entries from each week of the Competition Period will be entered into a pool (each a '**Pool**') as per below table in clause 9. Each Entry Form will only be allocated to one Pool. Entries from each Pool with the correct answers to the relevant Competition Question for that Pool will partake in the Competition draw for that Pool. The correct answers to the Competition Questions are based on information sourced from the Australian Bureau of Statistics. An authorized electronic competition draw facility at the Agency address will be utilized to undertake each Pool draw.
9. The first three entries drawn from each Pool as per the details below will be the winners for that Pool. There will be three (3) winners per each Pool and a total of eight (8) Pools during the Competition Period as per the below table.

Competition Table – Key Dates

Pools	Entries received between*	Competition Question	Draw Dates for Entry Forms with correct answer to relevant Competition Question	Notification Date	Winners
1	12am (AEDT) on 2 nd of November 2014 to 11.59pm (AEDT) on 8 th of November 2014	Tell us how much oil you think you consumer every year to win (vegetable oil only)	3pm (AEDT) on 17 th November 2014	by 19 th November 2014	3 Winners for Pool 1
2	12am (AEDT) on 9 th November 2014 to 11.59pm (AEDT) on 15 th November 2014	Tell us how much oil you think you consumer every year to win (vegetable oil only)	3pm (AEDT) on 24 th November 2014	by 26 th November 2014	3 Winners for Pool 2
3	12am (AEDT) on 16 th November 2014 to 11.59pm (AEDT) on 22 nd November 2014	Tell us how much oil you think you consumer every year to win (vegetable oil only)	3pm (AEDT) on 1 st December 2014	By 3 rd December 2014	3 Winners for Pool 3
4	12am (AEDT) on 23 rd November 2014 to 11.59pm (AEDT) on 29 th November 2014	Tell us how much oil you think you consumer every year to win (vegetable oil only)	3pm (AEDT) on 8 th December 2014	by 10 th December 2014	3 Winners for Pool 4
5	12am (AEDT) on 30 th of November 2014 to 11.59pm (AEDT) on 6 th of December 2014	Tell us which Christmas dish you wish you could get guilt-free	3pm (AEDT) on 15 th December 2014	by 17 th December 2014	3 Winners for Pool 5
6	12am (AEDT) on 7 th December 2014 to 11.59pm (AEDT) on 13 th December 2014	Tell us which Christmas dish you wish you could get guilt-free	3pm (AEDT) on 22 th December 2014	By 24 th December 2014	3 Winners for Pool 6
7	12am (AEDT) on 14 th December 2014 to 11.59pm (AEDT) on 20 th December 2014	Tell us which Christmas dish you wish you could get guilt-free	3pm (AEDT) on 30 th December 2014	By 1 st January 2015	3 Winners for Pool 7
8	12am (AEDT) on 21 st December 2014 to 11.59pm (AEDT) on 27 th December 2014	Tell us which Christmas dish you wish you could get guilt-free	3pm (AEDT) on 6 th January 2015	by 8 th January 2015	3 Winners for Pool 8

*Entries received by 11:59 pm on a day, will include entries received between 11.59 pm and 12 am the next day.

10. The winners of each Prize Pool will each receive a Philips Airfryer XL HD9240/30 (“Prize”). Each Prize is valued at RRP \$449. Total Prize value is RRP \$10,776.00.
11. A Participant cannot enter an individual Pool more than once.
12. Each winner will be notified in writing by email and phone within 2 days of relevant Draw Date and following contacting the winner the Prize will be delivered, at Promoter’s cost, to the Australian postal address supplied in the

winner's Entry Form within 28 days of the relevant Draw Date. It is the responsibility of the Participant to update Promoter of any change to their mailing address and be available to accept delivery of Prize. Each Participant consents for their Initial, Surname, Suburb and State to be announced on a subpage of www.philips.com.au/promotions for a period of one month after relevant Draw Date in the event they are a winner.

13. If a winner is not contactable, able to satisfy these Terms and Conditions or forfeits or fails to accept their Prize by 30 April 2015, the Promoter will undertake a further electronic draw of the Entry Forms received in the Pool to which the unclaimed Prize relates on 1 May 2015, at 3 pm at the Agency address ('**Second Chance Draw**'), subject however to any directions given by any applicable gaming authorities. Such a winner (a '**Redraw Winner**') will be notified in writing and phone within 2 days of the Second Chance Draw. The Redraw Winner's name will be published on the Promoter's website www.philips.com.au/promotions for a period of one month after the Second Chance Draw Date. The Promoter reserves the right to redraw a Prize from the same Pool in the event the Redraw Winner is not contactable, able to satisfy these Terms and Conditions or forfeits or fails to accept their Prize within three (3) months of the Second Chance Draw. These Terms and Conditions apply to a Redraw Winner as if they were an original Prize winner.

Miscellaneous

14. The value of the Prize is accurate as at 3 October 2014 and no responsibility is accepted for any variation in value after that date. The Promoter retains the right to substitute the Prize in the Competition with a prize of equal or greater value (including where the Prize is unavailable). The Prize (including any unused portion) cannot be transferred, exchanged or redeemed for cash.
15. Any tax liability arising as a result of accepting any Prize is the responsibility of the relevant winner.
16. If for any reason this Competition is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, subject to approval of the relevant state and territory gaming authorities where applicable. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries.
17. 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 Entry 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 participant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition.
18. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, 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.
19. LIABILITY, INDEMNITY AND RELEASE: In consideration for the Promoter accepting the Participant's Entry Form, to the fullest extent permitted by law, the Participant releases and forever discharges the Promoter from all claims that the Participant may have or may have had but for this release arising from or in connection with any participation in this Competition and a winner's acceptance and use of the Prize. The Participant 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 Participants in the Competition), arising as a result of or in connection with the Participant's participation in the Competition.
20. In clause 19 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.
21. The Promoter's decisions are final and no correspondence will be entered into, including in the event of a dispute. The Prize must be taken as offered and cannot be varied.
22. These Terms and Conditions and the Entry Form constitute the entire agreement of the parties relating to the entry and the conduct of the Competition.

23. 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter and Koninklijke Philips N.V ("**Philips**") (including their respective officers, affiliated companies, employees and agents) excludes all liability for any personal injury, illness or death of any person; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including to the fullest extent permitted by law, due to Promoter or Philips' negligence.
24. The Promoter collects personal information ("**PI**") in order to conduct the Competition, 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. Promoter will be disclosing PI to the Agency to conduct the Competition. Entry is conditional on providing this PI. In addition to any use that may be outlined in the Promoter's Privacy Policy, if the Participant opts-in by ticking the opt-in box at the time of submitting an Entry Form, Participants consent to the information they submit with their Entry 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 an indefinite period, for future promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Participant, without any further reference or payment or other compensation to the Participant. All personal details of the Participant stored by the Promoter, Koninklijke Philips N.V. and/or its affiliate companies are subject to Philips Privacy Policy, see www.philips.com.au/privacypolicy. 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. All entries become the property of the Promoter. The Promoter may disclose PI overseas. By participating in this Competition, individuals consent to the overseas transfer on these terms and, to the fullest extent permitted by law, agrees not to hold the Promoter liable in this regard.
25. If any provision 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.
26. Any costs incurred by a Participant associated with entering the Competition including accessing the Philips' website, telephone enquiries in relation to the Competition, and submitting the Entry Form are the sole responsibility of the Participant.
27. For more Competition information, call 02 9912 4490 or send email to info@thewinningprocess.com.au
28. Permit numbers for the Competition are as follows: NSW LTPS/14/08383, VIC 14/5529, ACT TP14/03743, and SA T14/1995.