

TERMS & CONDITIONS: PHILIPS WW COMPETITION

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

Promoter

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**"). Phone: (02) 9947 0000. Entries will be processed by Prime Focus of 403/62 Beach Street Port Melbourne VIC 3207 ("**Agency**").

Competition Period

2. The Competition commences at 12am (AEST) on 03/06/2015 and ends 11:59pm (AEST) on 01/07/2015 ("**Competition Period**"). All Entry Forms must be received by 11:59pm (AEST) on 02/07/2015.

Eligibility and Participation

3. 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.
4. 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.
5. The Competition will be conducted in participating Woolworths supermarkets throughout Australia including Woolworths' online store located at www.woolworthsonline.com.au ("**Stores**").
6. To enter the Competition, the Participant must:
 - a) purchase a Philips LED Light Bulb ("**Eligible Purchase**") from any participating Store during the Competition Period;
 - b) by 11:59pm (AEST) on 02/07/2015 visit www.philips.com.au/ledwinacar ("**Website**") and click the competition banner to open the online entry form ("**Entry Form**"); and
 - c) fully complete and submit the Entry Form, including by providing their full name, address, email address, phone number and Eligible Purchase receipt number and any additional information as required by the Promoter.
7. A Participant can only submit one entry per eligible purchase. The Participant must retain an itemised copy of their original receipt to verify each entry. Failure of a Participant to provide their original itemised receipt/s (without alteration) to the Promoter upon request may, at the Promoter's discretion, result in an invalid entry (and, at the Promoter's discretion, in all of the Participant's entries being invalid).

Entry Forms

8. 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 11:59pm (AEST) on 02/07/2015 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 any 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.
9. During the Competition Period, entries from each week of the Competition Period will be entered into a draw (each a '**Draw**') as per the below table in clause 11. Entries will roll over into the subsequent weekly draws (excluding winning

entries). An authorised electronic competition draw facility at the Agency’s address will be utilized to undertake each draw.

10. The first 50 entries randomly drawn from all valid entries received up to the time of the relevant draw (excluding previous winning entries) will be the minor prize winners for that Draw (“**Minor Prize Winners**”).
11. The first entry randomly drawn in the Major Prize Draw as per the below table from all valid entries received up until 11.59pm (AEST) 02/07/2015 will win a major prize (“**Major Prize Winner**”).

Competition Table – Key Dates

Draws	Entries received up until	Draw Dates	Notification Date (notified by phone and writing)
1	11.59pm (AEST) 10/06/15	12 noon (AEST) on 12/06/15	Notified by 15/06/15
2	11.59pm (AEST) 17/06/15	12 noon (AEST) on 19/06/15	Notified by 22/06/15
3	11.59pm (AEST) 24/06/15	12 noon (AEST) on 26/06/15	Notified by 29/06/2015
4	11.59pm (AEST) 02/07/15	12 noon (AEST) on 07/07/15	Notified by 09/07/15
Major Prize Draw	All valid entries received up until 11.59pm (AEST) 02/07/15	12 noon (AEST) on 07/07/15	Notified by 09/07/15

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

12. The Major Prize Winner will win a 2015 Toyota Prius valued at \$34,440.00 RRP (inc GST) (“**Major Prize**”). See paragraph 17 for further details and conditions regarding the Major Prize.
13. The Minor Prize Winners of each Prize Draw will each receive a \$350 WISH Gift Card (“**Minor Prize**”). Each Minor Prize is valued at \$350 RRP (inc GST).
14. Total Prize value is \$104,440 (inc GST).
15. Each winner will be notified in writing by email and phone within 2 days of relevant Draw Date and following contacting the winner each Minor Prize will be delivered, at the Promoter’s cost, to the Australian postal address supplied in each Minor Prize Winner’s Entry Form within 28 days of the relevant Draw Date. It is the responsibility of the Participant to update the Promoter of any change to their mailing address and be available to accept delivery of their Minor Prize. Each Participant consents for their Initial, Surname, Suburb and State/Territory to be published on www.philips.com.au/ledwinacar on 21/07/15 for a period of one month. Prizes must be claimed within 3 months of the relevant Draw Date.
16. The Major Prize is a Standard Toyota Prius (automatic) model in the relevant winner’s choice of colour and includes 12 months registration in the winner’s state/territory of residence, 12 months third party compulsory insurance and payment of stamp duty and the registration and transfer fees. The total value of the Major Prize is \$34,440.00 (inc GST). The Major Prizes do not include comprehensive insurance or any accessories not specified. The Major Prize Winner must arrange to attend the premises of the dealer nominated by the Promoter to collect the vehicle. The Major Prize Winner will receive documentation from the Promoter within 28 days of the Major Prize Draw confirming the Major Prize Winner’s ownership of the Toyota Prius. The Major Prize will be available for collection by the Major Prize Winner within 4 months of the Major Prize Draw. The Major Prize Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in the name of the relevant Major Prize Winner prior to collection. To be eligible to claim the vehicle, the relevant Major Prize Winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the state or territory in which the vehicle is collected. If the relevant Major Prize Winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding any other paragraph of these conditions, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle.
17. Woolworths Limited is the issuer of the WISH Gift Cards but is not the promoter of the Competition and is therefore not responsible for the prizes, products or services under the Competition or the fulfilment of the offer terms. Woolworths Limited is responsible for the fulfilment of the terms and conditions of the WISH Gift Cards. WISH Gift Cards are redeemable at participating stores only. Participating stores may change from time to time. WISH Gift Card terms and conditions apply. See everydaygiftcards.com.au for full terms and conditions and for a list of participating stores.
18. If a winner is not contactable, able to satisfy these Terms and Conditions or forfeits or fails to accept their Prize by 12/10/15, the Promoter will undertake a further electronic draw of all valid entries received (excluding previous

winning entries) at the Agency's address ('**Unclaimed Prize Draw**'), subject however to any directions given by any applicable gaming authorities. The Unclaimed Prize Draw will take place at 12pm (AEST) on 13/10/15. Such a winner (an '**Unclaimed Prize Draw Winner**') will be notified in writing and phone within 2 days of the Unclaimed Prize Draw. The Unclaimed Prize Draw Winner's name will be published on the Promoter's website www.philips.com.au/ledwinacar for a period of one month after the Unclaimed Prize Draw Date. The Promoter reserves the right to redraw a Prize from all the valid entries received (excluding previous winning entries) in the event the Unclaimed Prize Draw 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 Unclaimed Prize Draw. These Terms and Conditions apply to an Unclaimed Prize Draw Winner as if they were an original Prize winner.

Miscellaneous

19. The value of the Prize is accurate as at 3/03/15 and no responsibility is accepted for any variation in value after that date. The Promoter retains the right to substitute a Prize in the Competition with a prize of equal or greater value (including where a Prize is unavailable). The Prizes (including any unused portion) cannot be transferred, exchanged or redeemed for cash.
20. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
21. The Promoter may require the winners to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.
22. Any tax liability arising as a result of accepting any Prize is the responsibility of the relevant winner. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
23. 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.
24. 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.
25. 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.
26. 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 any Prize. Each 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.
27. In clause 26 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.
28. The Promoter's decisions are final and no correspondence will be entered into, including in the event of a dispute. The Prizes must be taken as offered and cannot be varied.

29. 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.
30. 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.
31. 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. If the PI is not provided, the Participant cannot participate in the Competition. 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. Please see the Philips Privacy Policy website for the process to follow to make a complaint to Philips regarding the handling of your PI. All entries become the property of the Promoter. The Promoter may disclose PI overseas.
32. 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.
33. 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.
34. For more Competition information, call 02 9912 4490 or send email to info@thewinningprocess.com.au
35. Authorised under NSW Permit No. LTPS/15/01767, VIC Permit No. 15/507, ACT Permit No. TP 15/05036 and SA Licence No. T15/388.