

Terms and Conditions: Fisher & Paykel Refrigeration - 30 Day Money Back Guarantee

1. Information on how to action and claim your 30 Day Money Back Guarantee forms a part of these terms and conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer, unless otherwise advised. If you also participate in the Aussie Farmers Direct refrigeration promotion and redeem a gift card under that promotion in relation to a fridge returned under this promotion, the Promoter reserves the right to deduct the value of the gift card from the total money to be refunded under this promotion or require you to return the gift card to the Promoter prior to receiving your refund.
2. Participation in this promotion is only open to Australian residents 18 years & 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. Only one claim is permitted per person.
3. To be eligible to participate in this promotion you must purchase an eligible Fisher & Paykel Fridge or Freezer model (see paragraph 22 for eligible models) from a participating retailer, between **Saturday 1st November 2014** and **Saturday 31st January 2015** ("**Promotional Period**").
4. To qualify for the 30 day money back guarantee the eligible Fisher & Paykel product must be **tried for a minimum of 14 days**. If after this 14 day period you are not satisfied with your product you can register for a refund online at www.fisherpaykel.com.au/promotions. Entry is online only and entries received via post will not be accepted. **Registrations close 30th April 2015 after which no further claims will be accepted.** This guarantee is additional to your existing manufacturers' warranty and Australian Consumer Law rights (which in specified circumstances entitles you to have your item repaired or replaced, please see paragraphs 13 and 14 below). Any claim for a refund must be submitted **within 30 days of the purchase date** (or delivery date in the case of any product on backorder i.e. no stock) as stated on your receipt/tax invoice.

When registering for a refund online you must supply the following information:

- a. your contact details – name, address that the refrigerator will be located at and daytime contact phone number,
- b. a copy of your proof of purchase – a receipt/tax invoice indicating the date of purchase, model purchased and showing the balance for the product has been paid in full
- c. a brief explanation as to why you decided to return your eligible Fisher & Paykel product

You can provide a copy of your proof of purchase in the following manner:

- a. scan and upload to your online claim form or
- b. photocopy your proof of purchase and write your name and unique code and post to:

Fisher & Paykel

Attn: Claims re 30 Day Money Back Guarantee

PO Box 798

Cleveland, QLD 4163

Please ensure you retain your original and only send a photocopy of the original.

5. Please note if you choose to mail in a copy of your invoice or receipt, this must be received by Fisher & Paykel **within 14 days of registering your claim online**. Any mail received outside of the 14 days will deem your claim invalid. Fisher & Paykel Australia accepts NO responsibility for late, lost or misdirected mail and/ or claims. Only proof of purchase may be posted. All claims for this promotion must be made **online**, posted entries will not be accepted.
6. Claims for a refund under this money back guarantee must be submitted within **30 days of purchase** (or delivery in the case of any product on backorder i.e. no stock). No claims for a refund will be accepted after **5pm AEST 30th April 2015**.
7. If your eligible Fisher & Paykel product is on backorder ('out of stock') during the promotional period, the 30 day registration period for the refund will begin from the date of delivery. To be eligible for this promotion a deposit must be paid on an eligible model during the promotional period (01.11.14 – 31.01.15). The products must still be trailed for a minimum of 14 days and any claim for a refund must be registered within 30 days of the delivery date as indicated on your receipt. All claims for a refund must be registered by 30th April 2015 after which no further claims will be accepted.
8. The refrigerator or freezer must be in original condition, notwithstanding acceptable daily use, to be eligible for the money back guarantee. Refrigerators or freezers that are damaged (including due to mishandling or mistreatment) may not be eligible.
9. This promotion is only valid for purchases made within Australia.
10. Following submission of a valid claim for the money back guarantee, the Promoter will contact you to arrange to collect your unit. The Promoter will collect from major metropolitan areas of Australia serviced by Fisher & Paykel delivery drivers. Please click [here](#) for a full list of eligible metropolitan delivery/collection areas. If you live outside of a metropolitan area serviced by Fisher & Paykel delivery drivers, there will be a reasonable collection charge that must be paid prior to collection. The Promoter reserves the right to vary the conditions and timing of any collection of products on notice.
11. All accessories (including water filter if applicable) and instruction manuals must also be returned. You must empty and clean the refrigerator/freezer before the collector arrives.

Refrigerators must not be left on the street or outside of the premises for collection. Products stolen, missing or damaged in these circumstances will be at the claimant's cost and no refund will be supplied.

12. Upon collection, the refrigerator/freezer will be checked to ensure it is in its original condition and that all accessories have been included in the return. Once checked and approved, the delivery driver will provide a cheque for the purchase price (excluding any associated charges including delivery, extended warranties, installation and other items purchased but not returned) prior to removing the refrigerator. If collection of the product is arranged and the product is found to be damaged, the product will need to be returned to the Promoter for a more detailed assessment. In this instance, the refund cheque will be withheld, and you will be contacted by a representative of the Promoter regarding the outcome.
13. The 30 day money back guarantee is a benefit that is offered in addition to your existing manufacturers' warranty and Australian Consumer Law rights. This promotion does not affect these existing legal rights which continue to apply during and after the course of this promotion. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
14. If you would like to make a claim under your manufacturer's warranty or the Australian Consumer Law, or if you would like to discuss anything further please do not hesitate to contact our Customer Care department on 1300 650 590 or via aus.customercare@fisherpaykel.com
15. Once a cheque has been exchanged for an eligible product, Fisher & Paykel will not be responsible for any damage or loss of the cheque.
16. This Promotion applies only to retail purchases (paid in full) of A-grade eligible Fisher & Paykel Fridge/Freezers (strictly no trade-seconds). Products are to be paid in full. Layby's will not be accepted unless paid in full within the Promotional Period. Products purchased under finance, payment or rental agreements are not eligible to participate in this promotion. Claimants must agree to these full Terms and Conditions on the online redemption form and supply the information marked as mandatory.
17. 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. Fisher & Paykel direct friends and family sales are not eligible to claim for this promotion.
18. The refund amount covers only the purchase price of the eligible Fisher & Paykel product and excludes any associated charges including transportation, extended warranties, installation and purchase of other items.

19. 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.

20. Incomplete, indecipherable, or illegible claims will be deemed invalid.

21. The 30 day money back guarantee is valid on eligible Fisher & Paykel refrigeration or freezer models purchased from a participating retailer between 01.11.2014 and 31.01.2015. The applicable models are listed below. **The offer does not apply to any other Fisher & Paykel products purchased within this promotional period.**

22. Eligible Fisher & Paykel models include:

French Door Refrigerators	RF610ADX, RF610ADUSX, RF610ADUQ SX, RF610ADW, RF522ADW, RF522ADX, RF522ADUSX
Bottom Mount Refrigerators	RF522WDRX, RF522WDLX, RF522WDRUX, RF522WDLUX, E442BRE, E442BLE, E442BLX, E442BRX, E442BRXFD, E442BLXFD, E442BRXFDU, E442BRWFD4, E522BRE, E522BLE, E522BRX, E522BLX, E522BRXFD, E522BLXFD, E522BRXFDU, E522BLXFDU, E522BRXU, E522BLXU, E522BRWFD, E522BRXFDUQ, E402BRX, E402BLX, E402BRE, E402BLE, E372BRE, E372BLE, E402BRXFD, E402BRXBLXFD, RB60V18
Top Mount Refrigerators	E521TRX, E521TLX, E440TRX, E440TLX, E411TRX, E411TLX, E521TRT, E521TLT, E440TRT, E440TLT, E411TRT, E411TLT, E381TRT, E381TLT, E331TRT, E331TLT
Side by Side	RX628DW1, RX628DX1, RX611DUX1
Vertical Fridges & Freezers	E450RXFD, E450LXFD, E450RW, E450LW, E373RW, E373LW, C270RX, C270RW, C270LW, E388RXFD, E388LXFD, E388RW, E388LW, E308RW, E308LW, E210LSX, E210RW, E210LW, E150RW, E150LW

23. Any misrepresentation or fraudulent information by the purchaser disqualifies claim of this offer.

24. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and/or agencies acting on its behalf and not to Facebook.

- 25.** 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.
- 26.** The Promoters' 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.
- 27.** Liability for any tax on any refunds awarded to a Participant pursuant to this Promotion shall be the sole responsibility of the Participant. It is recommended that Participants contact their own accountant or taxation advisor in this regard.
- 28.** Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) and Facebook excludes all liability (including negligence), for any personal injury; or any loss or damage (including 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.
- 29.** Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. If for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorized 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.
- 30.** 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, other suppliers and as required, to Australian regulatory authorities. Claim is conditional on providing this information. If the claimant does not mark the applicable box, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Claimants should direct any requests to access, update or correct information to the Promoter. All claims become the property of the Promoter.
- 31.** The Promoter is Fisher and Paykel Australia Pty Ltd of Suite 1, Level 2, 5 Eden Park Drive, Macquarie Park, NSW, 2113. ABN 71 000 042 080.