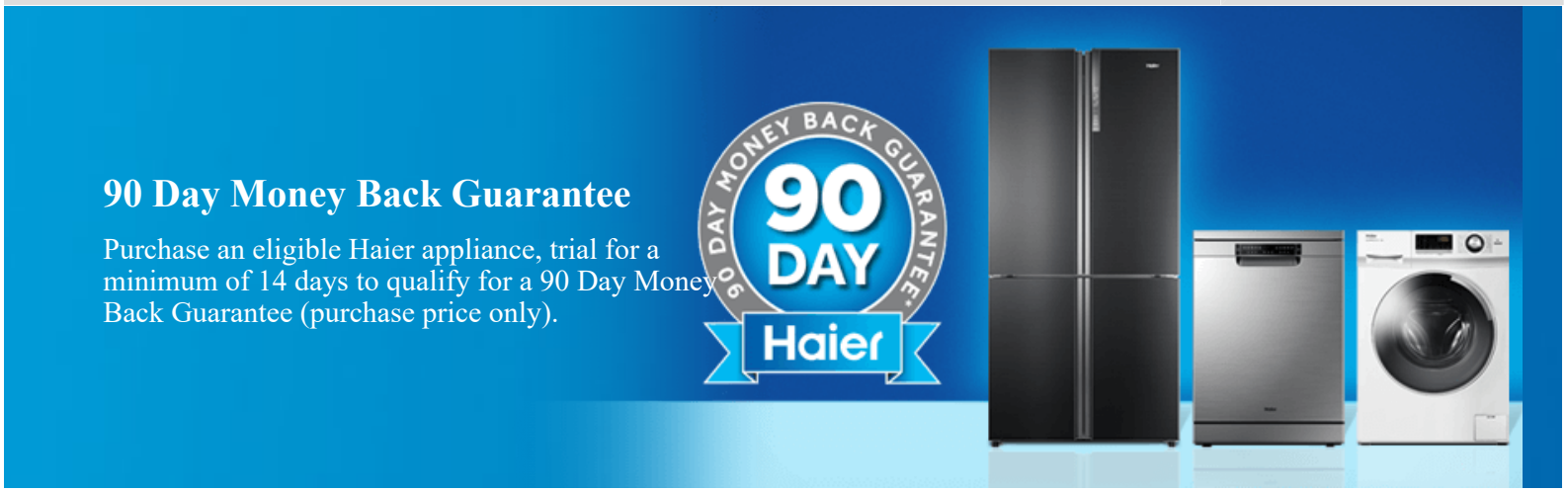


90 Day Money Back Guarantee

Terms & Conditions

Terms & Conditions

These terms and conditions (Terms and Conditions) apply to the Haier 90 Day Money Back Guarantee promotion (Promotion) being promoted by Fisher & Paykel Australia Pty Limited (Promoter). Information on how to action and claim your 90 Day Money Back Guarantee forms a part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. This offer is not valid in conjunction with any other offer unless otherwise advised.

Who Can Claim?

Participation in this Promotion is only open to Australian residents 18 years and over who have purchased a Qualifying Product from a Participating Retailer (as listed below) during the Promotional Period. Employees and contractors (and their immediate families) of the Promoter (and its related companies), 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 first cousin or any of those of a spouse or ex-spouse. Only one claim is permitted per Qualifying Product.

The Promotion only applies to returns for a change of mind. Any damage, issues or defects in a Qualifying Product are to be dealt with in the usual manner by either contacting your selling retailer or the manufacturer. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any rights you may have under law, including under the Competition and Consumer Act 2010 (Cth).

What Can be Claimed?

Any refund available under the Promotion is for the amount that covers only the purchase price paid by the purchaser for the eligible Qualifying Product and excludes any associated charges including (but not limited to) transportation and delivery, storage, extended warranties, installation, fit out and purchase of accessories.

Promotional Period

The Promotion is for any Qualifying Product purchased from a Participating Retailer from 0.01am (AEST) on 28 May 2020 and closes at 11.59pm (AEST) on 30 September 2020 (Promotional Period). Claims must be received by the Promoter by 11.59pm (AEST) on the date that is 90 days from the date of purchase of the Qualifying Product being no later than 11.59pm on 31 January 2021. If you have purchased a Qualifying Product within the Promotional Period and it is on backorder from the Participating Retailer, and the purchase price is paid in full during the Promotional Period, the 90 day period shall commence on the Qualifying Product being available from the Participating Retailer to the purchaser for pickup or delivery, with such pickup or delivery being no later than 31 October 2020 and the claim being received no later than 31 January 2021. There is to be no extension of the claim period where the Qualifying Product is available to the purchaser and the purchaser delays receiving it or taking possession of it. Any claims received after the relevant 90 day period will be ineligible.

Qualifying Products

The Promotion is available on the following models:

Category	Model Number
Bottom Mount Refrigerators	HBM450WH1, HBM450SA1, HBM450HSA1, HRF450BW2 , HRF450BS2, HRF450BSH2, HRF450BHC, HRF520BW, HRF520BS, HRF520BHC
French Door Refrigerators	HRF516YS, HRF516YHC, HRF516YHS, HRF520FS, HRF520FHC, HRF520FHS, HRF565YHC, HRF565YHS, HRF700YCX

Front Load Washers	HWF10BW1, HWF10DW1, HWF12D1W1, HWF75DW1, HWF80BW2, HWF85BW1, HWF85DW1, HWF90BW1
Top Loading Washers	HWT10MW2, HWT12MW2, HWT80MW2, HWT90MW2
Condenser Dryers	HDC80E1
Heat Pump Dryers	HDHP80A1, HDHP80E1
Dishwashers	HDW15V2B2, HDW15V2S1, HDW15V2S2, HDW15V3S1

Participating Retailers

To be eligible to participate in the 90 Day Money Back Guarantee, you must have purchased the Qualifying Product from one of our Participating Retailers.

Promotional Offer

To qualify for the Promotion the relevant Qualifying Product must be trialled by the Purchaser for a minimum of 14 days. If after this period you are not satisfied with your Qualifying Product you can make a claim in accordance with these Terms and Conditions for a refund. Your claim must be submitted within the Promotional Period and within 90 days of the purchase date as stated on the tax invoice (or, if your Qualifying Product is on back order, within 90 days of the date of the Qualifying Product becoming available (as set out above). In order to return your Qualifying Product, all accessories (unless separately paid for) and manuals and any other documentation that came with the Product must be returned with the Qualifying Product and without damage.

You must submit your claim online here. In order to make this claim, as the purchaser you must agree to these full terms and conditions and supply the information marked as mandatory, including providing proof of purchase.

When registering your claim you must supply the following information:

a. Contact details - name (which must match the customer name on the proof of purchase), address & daytime contact phone number. The Promoter accepts NO responsibility for the customer providing incorrect details.
b. Model number & Serial number of your Qualifying Product(s)
c. Copy of your proof of purchase - a receipt/tax invoice indicating the customer name, date of purchase, store (including address) invoice number, details of Qualifying Products including model number, the price paid (excluding any additional charges eg warranty costs) and total invoice amount.
d. A brief explanation as to why you decided to return your Haier product.

You can provide us with your proof of purchase by either scanning or taking a photo of your proof of purchase and uploading with your claim form, by:

1. Scanning - scan proof of purchase and save as a PDF
2. Photo - take a photo of your proof of purchase from your smartphone and make sure it is in focus and legible

If the above identification and proof of purchase requirements are not met, your claim may be declined in the Promoter's discretion. You may submit a new online registration form with the correct and complete information. We may look at any prior submissions to verify any information provided.

Please ensure you retain your original receipt or proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in the invalidation of your claim and forfeiture of any right to a claim. The proof of purchase must clearly state the purchaser's name, specify the store of purchase, relevant model number, payment in full made within Australia, that the purchase was made during the Promotional Period, and if applicable that the Qualifying Product is on backorder.

Upon receiving your claim, the Promoter will assess its validity, including verifying that your claim complies with these Terms and Conditions. Once your claim is verified, the Promoter will send you an approval email and the Promoter will contact you to arrange a suitable date and time for inspection of your Qualifying Product.

Please make sure to remove anything placed inside the Qualifying Product, and to wipe the Qualifying Product clean, prior to inspection by the delivery driver.

The delivery driver will inspect the Qualifying Product at the agreed date and time, to ensure the Qualifying Product is undamaged, in its original condition (other than fair wear and tear) and accompanied by all accessories and instruction manuals (also in original condition). Once checked and approved, the delivery driver will confirm to the Promoter that the refund can be made and will present the purchaser with a cheque in the name of the purchaser to the value of the amount paid for the appliance by the purchaser, and will retake possession of the product.

If the delivery driver considers that the Qualifying Product is damaged, or is not in its original condition (subject to fair wear and tear), or is not accompanied by all accessories and instruction manuals in their original condition, the Qualifying Product may need to be returned to the Promoter for a more detailed assessment before the claim can be accepted or declined. Any refund will be withheld until such further assessment is carried out and the claim is accepted. In this instance, you will be contacted by a representative of the Promoter whether the claim is accepted or declined. If it is declined, the Qualifying Product will be returned to you and if it is accepted a cheque will be sent to you at the address the delivery driver collected the Qualifying Product from, unless the Promoter is advised otherwise.

Qualifying Products booked for inspection must not be left on the street or outside of any premises. The Promoter is not responsible for any Qualifying Product stolen or damaged in these circumstances and may reject any claim as a result of such loss or damage.

This Promotion is not available to customers who have purchased the

Qualifying Product prior to the end of the Promotional Period and choose to delay delivery of their Qualifying Product(s) so that they cannot complete the 14 day mandatory trial period in order to participate in the Promotion.

The Qualifying Product must be in its original condition, notwithstanding acceptable daily use, to be eligible. Qualifying Products that have sustained damage due to mishandling or mistreatment will not be eligible.

This Promotion is only valid for purchases and use of the Qualifying Product within Australia. The Promoter will only guarantee to collect returned goods from major metropolitan areas of Australia serviced by the Promoter's delivery drivers. The costs of collection within major metropolitan areas will be covered by the Promoter. If you live outside of a metropolitan area, there will be a reasonable collection charge that you will be advised of and must be paid to the Promoter prior to collection. The Promoter reserves the right to vary the conditions and timing of collection of products requiring refunds outside of major metropolitan areas of Australia serviced by the Promoter's delivery contractors.

General

This Promotion applies only to retail purchases (paid in full) of A-grade Qualifying Products (strictly no trade seconds) made from our Participating Retailers. Purchases of Qualifying Products made by layby or afterpay arrangements will not be accepted unless the purchase price and any other amounts owing are paid in full within the Promotional Period. Qualifying Products purchased under finance or payment agreements do not qualify for this Promotion.

The Promotion is only available for consumers and 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.

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.

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

Any misrepresentation or fraudulent information by the purchaser will disqualify any claims.

If the Promoter is unable to verify the authenticity of the serial number supplied during the claim process, the claimant shall, if requested by the Promoter, provide an electronic image of the serial number or cut out and post in the serial number from the product carton.

The Promoter reserves the right to withhold and / or refuse payment of the cash back where it suspects that any false or fraudulent claim is being made or where a claim has been made which does not comply with these terms.

The Promoter reserves the right to vary these Terms and Conditions without notice, to modify, reschedule or terminate this Promotion or to modify or extend the closing date and criteria of this Promotion at its discretion, to the extent permitted by law.

The Promoter's 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.

Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.

The Promoter (or its associated or affiliated companies or third parties who have licensed its brands to the Promoter or contributed to the application) (Content Owner) own or license from third parties all application content. All application content remains the sole property of the applicable Content Owner and is protected under all relevant copyright, trade mark and other applicable laws. Nothing on the application should be construed as granting any license or rights to use or distribute any application content, without the Promoter's express written agreement or of the other applicable Content Owner.

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.

Except for any liability that cannot be excluded by law, the Promoter and the Participating Retailers (including their officers, employees and agents), Facebook or any other such social media this offer is promoted on, 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 this 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; (d) any variation in the Promotion value; (e) any tax liability incurred by a entrant; or (f) participation in the promotion.

You accept the cheque for the refund entirely at your own risk and indemnify the Promoter in respect of any claim for accident, injury or property damage that may occur in connection with the refund and/or Promotion.

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 claim repeatedly is prohibited and will render all claims submitted by that entrant invalid. If for any reason, any aspect of this Promotion is not capable of running as planned including, but not limited to, by reason of infection by computer virus, mobile network failure, bugs,

tampering, unauthorised 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 this Promotion, or invalidate any affected entries.

If an impact of, or related to, Covid (including the Australian Government's response to Covid) occurs that results in the Promoter being unable to run this offer (for example the Qualifying Product cannot be inspected or picked up), then the Promoter will end the promotional offer and will give any purchaser that has made a claim, notice as soon as practicable of the occurrence of the Covid impact and the probable extent to which the Promoter will be unable to perform, or will be delayed, in performing its obligations. For the purposes of this paragraph "Covid" means the coronavirus disease of that name, as classified by the World Health Organisation on 11 February 2020, also known as COVID-19, coronavirus disease 2019, novel coronavirus, 2019-nCoV and SARS-CoV-2.

The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to suppliers associated with this Promotion and as required, to Australian regulatory authorities, or use such information to contact the claimant in relation to this Promotion. The claim is conditional on providing this information. If the claimant marks the applicable box, the Promoter may use the claimant's personal information for the purposes specified at the time of collection. Claimants should direct any requests to access, update or correct information to the Promoter. All claims become the property of the Promoter. These terms and conditions are deemed to incorporate our privacy policy and by entering this Promotion, you accept the terms and conditions of our privacy policy. For further details see our privacy policy.

This Promotion and these Terms and Conditions are governed by Australian law.

The Promoter is Fisher & Paykel Australia Pty Ltd (ABN 71 000 042 080) of Level 1, 1 Eden Park Drive, Macquarie Park, NSW 2113.

Enter Model Number