

Terms & Conditions

Information on how to claim the cashback forms a part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions.

WHO CAN CLAIM

This offer is only available to New Zealand residents 18 years and over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this offer 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.

This offer applies to purchases of A grade Qualifying Products only and does not apply to purchases of trade seconds or refurbished products.

OFFER PERIOD

The offer commences 12.01am NZST **1st February 2024** and closes 11.59pm NZST **31st January 2025** ('Offer Period'). Claims must be received by the Promoter by 11.59pm NZST **31st December 2025** ('Claims Closing Date'). Any claims received after this date will be ineligible.

OFFER DETAILS

Purchase qualifying Fisher & Paykel appliances as set out in the table below ('Qualifying Products') with a minimum total spend of \$40,000 and be eligible to receive 15% cashback. Purchases must be from a participating retailer during the Offer Period in a single transaction to be eligible to claim the 15% cashback. You must register your cashback claim at the online registration form at: <https://www.fisherpaykel.com/nz/promotions>. The 15% cashback is based on the value of the Qualifying Products purchased only.

This offer is not valid in conjunction with any other offer or promotion, unless otherwise advised by the Promoter.

Participating retailers are any retailer in New Zealand authorised by the Promoter to sell Qualifying Products, listed here: <https://www.fisherpaykel.com/nz/where-to-buy>.

QUALIFYING PRODUCTS

Qualifying Products	
Cooking	All Cooking Appliances incl. All Companion Products
Ventilation	All Rangehoods
Cooling	All Refrigeration, All Chest Freezer, All Wine Cabinets & All CoolDrawer™
Fabric Care	All Washing Machines, All Dryers, All Cabinets & All Accessories
Dishwashers	All Dishwashers and DishDrawer™ Dishwashers
Excludes all Outdoor Products.	

Qualifying Products are to be paid in full prior to registering your cashback claim. Laybys will not be accepted unless paid in full within the Offer Period. Qualifying Products purchased under finance or payment agreements are eligible to claim this offer.

Qualifying Products under rental agreements with a minimum period of no less than 18 months are eligible to claim this offer. To qualify, a rental agreement must be established during the Offer Period. Proof of rental agreement must be submitted with your online claim and must clearly detail the Qualifying Products purchased, date of establishment of rental agreement and the rental term. Qualifying Products under rental plans with rental terms less than 18 months are ineligible to claim this offer.

If a Qualifying Product is on backorder ('out of stock') a deposit on that product must be paid during the Offer Period to be eligible for this offer. Full payment and receipt of the product(s) (and therefore access to the product serial number) must occur before the Claims Closing Date in order to lodge an online claim for this offer.

HOW TO CLAIM

You must register your cashback claim at the online registration form at:

<https://www.fisherpaykel.com/nz/promotions>.

Claimants must confirm acceptance of these full Terms and Conditions on the online registration form and supply the information marked as mandatory, including providing proof of purchase (or proof of rental agreement).

When registering your claim you must supply the following information:

- a. Contact details - customer name (**which must match the customer name on the proof of purchase**), address, email address, daytime contact phone number and bank account details, including Account Number and Account name. The Promoter accepts no responsibility for the customer providing incorrect account details.

- b. Product & serial number(s) of your Qualifying Products
- 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.

The claimant is responsible for providing the correct bank account details. If the bank details provided are incorrect and payment of the cashback cannot be completed, the claimant's claim will be declined and the Promoter will contact the claimant to advise that payment cannot be made. The claimant will then be required to submit a new online registration form with the correct bank details. Other than as set out here the bank account details provided in the online register form cannot be changed.

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

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

Please ensure you retain your original 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 a claimant's claim and forfeiture of any right to a cashback.

If your claim is approved you will receive an approval email.

To follow up on the status of your claim, or if you do not receive your cashback within 45 days of your approval email, please contact the Promoter at <https://www.fisherpaykel.com/nz/help-and-support/contact-us> or by email at NZ.Promotions@fisherpaykel.com and include your full name, contact number and unique code (found in your approval email).

This offer is not available to customers who choose to delay delivery of their Qualifying Product(s) beyond the Claims Closing Date as the provision of serial numbers is mandatory to claim this offer.

The claimant agrees that if they receive the cashback but then return the Qualifying Product(s) under any returns policy the retailer may have, they will also be liable to repay the cashback to the Promoter.

GENERAL

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.

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.

Any misrepresentation or fraudulent information submitted by the claimant will disqualify the claim.

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 cashback 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.

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

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 this offer at its discretion.

The Promoter's decision on all matters pertaining to this offer 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.

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.

The Promoter may announce and/or advertise this offer on Facebook and/or Instagram. However, this offer is in no way sponsored, endorsed, or administered by, or associated with Meta. To the maximum extent permitted by law, you agree that you fully release and will hold Meta harmless from all liability arising in any way out of this offer.

Except for any liability that cannot be excluded by law, the Promoter and its respective bodies corporate (including their officers, employees and agents) exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury, loss or damage (including, without limitation, loss of opportunity, loss of profits or loss of property); whether direct, indirect, special or consequential, arising in any way out of the offer, 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 tax liability incurred by a claimant; or (e) participation in the offer.

You accept the cashback 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 cashback.

Any cost associated with accessing the offer website is the claimant's responsibility and is dependent on the Internet service provider used. If for any reason, any aspect of this offer is not capable of running as planned including, but not limited to, 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 offer, the Promoter may in its sole discretion cancel, terminate, modify or suspend the offer, or invalidate any affected entries.

The Promoter collects personal information in order to conduct the offer and may, for this purpose, disclose such information to third parties, including, but not limited to suppliers associated with this offer and as required, to regulatory authorities, or use such information to contact the claimant in relation to this offer. 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 the Promoter's privacy policy and by participating in the offer, you accept the terms and conditions of the Promoter's privacy policy. For further details see our privacy policy: <https://www.fisherpaykel.com/nz/privacy-policy>.

If any provision or part-provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, it shall be deemed deleted, but that will not affect the validity, legality and enforceability of the remaining provisions of these Terms and Conditions.

This offer and these Terms and Conditions are governed by New Zealand law.

The '**Promoter**' is Fisher & Paykel Appliances Ltd of 78 Springs Road, East Tamaki, Auckland, New Zealand.