

**“VS SASSOON DIGITAL SENSOR HAIRDRYER 60 DAY MONEY BACK GUARANTEE” OFFER  
TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian and New Zealand residents. 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, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
3. Offer commences on 01/02/2020 and ends for purchases at close of business on 30/06/2020 (“Purchase Period”). Final claims close at last mail received on 28/09/2020.
4. To be eligible to claim, individuals must complete the following steps:
  - a) Purchase a VS Sassoon Digital Sensor Hairdryer (Model No.VSP6500A) (“Eligible Product”) from any participating retail outlet in Australia or New Zealand that features point of sale material about this offer during the purchased period; and
  - b) Trial the Eligible Product continuously for a period of at least sixty (60) days, in the recommended manner.
5. If after sixty (60) days of continuously using the Eligible Product in the recommended manner, the individual is not satisfied with the product, the individual will be eligible to claim a refund of the full purchase amount for that Eligible Product as shown on their purchase receipt. Claims must be received by the Promoter within ninety (90) days of the date of purchase (but no later than last mail received on 28/09/2020).
6. To claim a refund, individuals must undertake the following steps:
  - (a) Obtain a Return Authorisation Number by calling 1800 650 263 in Australia during business hours (Sydney time), Monday to Friday or 0800 266 247 in New Zealand during business hours (Sydney time), Monday to Friday
  - (b) Fully complete the official claim form (available at time of purchase, while stocks last, and online at [www.vssassoon.com.au/promotions](http://www.vssassoon.com.au/promotions)), including the Return Authorisation Number; and
  - (c) Return the Eligible Product along with the fully completed claim form and the original purchase receipt to ‘VS Sassoon Digital Sensor MBG, Conair Australia Pty Ltd PO Box 146, Terrey Hills, NSW 2084 (in Australia), or VS Sassoon Digital Sensor MBG, Conair New Zealand Limited, PO BOX 251159, Pakuranga, Auckland 2140 (in New Zealand) so that it is received within ninety (90) days of the date of purchase as shown on the purchase receipt (but no later than last mail received on 28/09/2020). Postage costs for

the return of the Eligible Product and accompanying documentation are the full responsibility of the claimant and will not be refunded. Whilst it is not required, the Promoter suggests claimants use registered post. Unless expressly stated within these Terms and Conditions, any other expenses are also the responsibility of the claimant.

7. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete, indecipherable or illegible claims will be deemed invalid.
9. Only one (1) claim is permitted per person.
10. Successful claimants will be notified in writing.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Every valid claim received will be awarded a full refund of the purchase price of the returned Eligible Product, as shown on the purchase receipt, granted in the form of a cheque made payable to the claimant. Claimants should allow twenty-eight (28) working days from claim receipt to receive the refund.
13. Claims will only be valid and refunds will only be provided if the Eligible Product is received by the Promoter within ninety (90) days from the date of purchase shown on the purchase receipt (but no later than last mail received on 28/09/2020).
14. Refunds will only be issued once the Promoter receives: (a) the Eligible Product; (b) the original purchase receipt; and (c) the fully completed official claim form inclusive of the Return Authorisation Number.
15. A refund will only be issued if, in the opinion of the Promoter, the Eligible Product has been used in the recommended manner, in accordance with clause 4 above.
16. If this offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
17. Any cost associated with accessing the offer website in order to obtain an official claim form is the claimant's responsibility and is dependent on the Internet service provider used.

18. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 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 cash back value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a refund.
20. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, refund suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.vssassoon.com.au/privacy](http://www.vssassoon.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotion, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose personal information of Australian claimants to any entity outside of Australia.
21. The laws of Australia apply to this promotion to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Australia.
22. The Promoter is Conair Australia Pty. Limited (ABN 64 068 492 044) of The Equinox Centre, Suite 101, 18 Rodborough Road, Frenchs Forest, NSW 2086, Australia.