

TERMS & DEFINITIONS

ACL: means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Additional Benefits Term: means the period commencing on the Original Date of Purchase and expiring three (3) years thereafter.

Claim Period: means the Term.

Eligible Fault: means, in respect of Your Product with Device Deal Extended Warranty, a failure of Your Product with Your Policy to operate during the Term which:

- (a) does not entitle You to a replacement of Your Product under the ACL;
- (b) which is not caused by an Eligible Fault Exclusion; and
- (c) which is not merely superficial or cosmetic.

Eligible Fault Exclusion: means, in respect of Your Product with Device Deal Extended Warranty, a fault or failure of Your Product with Your Policy which occurs during the Term and is caused by:

- (a) the installation, uninstalling, dismantling, or reinstallation of Your Product with Device Deal Extended Warranty by any person other than Us;
- (b) acts, omissions or damage that occurs during transportation, installation, uninstalling, dismantling or re-installation of Your Product with Device Deal Extended Warranty, where the damage is not caused by Us;
- (c) accident, misuse or abuse of Your Product with Device Deal Extended Warranty;
- (d) negligent acts or omissions of any person other than Us, accidental or deliberate misuse, or unauthorised alterations of or to Your Product with Device Deal Extended Warranty;
- (e) liquid penetration;
- (f) infestations of vermin, pests or insects;
- (g) rust, corrosion or mould;
- (h) use of Your Product with Device Deal Extended Warranty outside of Manufacturer's operation and care instructions. (You must ensure that You read the Manufacturer's operational and care instructions prior to using Your Product with Device Deal Extended Warranty and maintain any servicing on Your Product with Device Deal Extended Warranty that may be described within the manufacturer's instructions);
- (i) failure of any Excluded Accessory used in conjunction with Your Product with Device Deal Extended Warranty.

Essential Accessory: means those accessories which are essential for the operation of Your Product (for example, AC adapters, original product chargers, game controllers and essential cords).

Excluded Accessory: means an accessory which is not an Essential Accessory, including but not limited to headphones, microphones, 3D glasses, memory cards and ancillary game controllers.

Health Check means, when You return Your Product to Us, We will perform the following checks: virus & spyware check, hard drive optimisation, memory optimisation.

Manufacturer: means the manufacturer of Your Product with Device Deal Extended Warranty.

Manufacturer's Voluntary Warranty: means a warranty provided by the Manufacturer in respect of Your Product with Device Deal Extended Warranty.

Manufacturer's Voluntary Warranty Period:

means the period commencing on the date of purchase of Your Product with Device Deal Extended Warranty from Us and ending on the date determined by the Manufacturer in respect of Your Product with Your Policy

Original Documents: means Your original purchase receipt and Tax Invoice for Your Product with Device Deal Extended Warranty issued by the Retailer which sold Your Product with Device Deal Extended Warranty to You.

Original Date of Purchase: means the date of purchase of Your Product with Device Deal Extended Warranty shown on Your Original Documents..

Original Purchase Price: means the amount shown on the purchase receipt and/or Tax Invoice as the purchase price of Your Product.

Device Deal Extended Warranty: means the terms and conditions set out in this brochure in relation to Your Product with Device Deal Extended Warranty.

Tax Invoice: means an invoice in the format required by A New Tax System (Goods & Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Term: means the term of Your Device Deal Extended Warranty as set out in the Original Documents, commencing on the expiry of the Manufacturer's Voluntary Warranty Period and continuing for the time period expiring on the first to occur of the following dates:

- (a) the last day of the period specified in Your Original Documents as the "term" of Device Deal Extended Warranty
- (b) the date of replacement of Your Product under Your Device Deal Extended Warranty and
- (c) the date We provide You with a store credit or cash settlement in respect of Your Product with Device Deal Extended Warranty.

At all times, the Term is limited to 7 years from the Original Date of Purchase.

Terms and Conditions: means the terms and conditions of Your Policy set out in this PDF.

User Generated Data, Your Data: All data generated by You and stored on or in Your Product with Your Policy. For example, songs, photos, telephone numbers, electronic documents and computer programmes.

You, Your, Yourself: means the person/s or business named as the purchaser on the original purchase receipt and/or Tax Invoice in respect of Your Product with Device Deal Extended Warranty.

Your Product: means the product that You purchased with Device Deal Extended Warranty as described in the purchase receipt and/or Tax Invoice.

Your Device Deal Extended Warranty: means the rights provided to You for Your Product, as set out in the Terms and Conditions.

We, Us, Our, Retailer: refers to the selling retailer or an authorised agent of the selling retailer whose name appears on the original purchase receipt and/or Tax Invoice as the supplier.

Any term or expression used in the Terms and Conditions and this brochure which has a defined meaning in the ACL shall have the same meaning in the Terms and Conditions and this brochure as is ascribed to that term or expression in the ACL.

Each of the expressions "major failure" and "acceptable quality" when used in the Terms and Conditions and this brochure has the meaning ascribed to those respective expressions in the ACL.