

TERMS & CONDITIONS

Manufacturer's Voluntary Warranty

In respect of Your Product, the Manufacturer has elected to provide to You a Manufacturer's Voluntary Warranty. The Manufacturer's Voluntary Warranty is independent of Device Deal Extended Warranty and is not provided by Us to You. The Manufacturer has solely determined the terms and conditions of the Manufacturer's Voluntary Warranty. The Manufacturer is solely responsible for the discharge of all obligations of the Manufacturer under the Manufacturer's Voluntary Warranty. All representations made to You which relate to the Manufacturer's Voluntary Warranty are made solely by the Manufacturer. We do not make any representations about the period, nature or extent of the Manufacturer's Voluntary Warranty or obligations of the Manufacturer under the ACL.

Your rights as a consumer under the ACL are in addition to, not limited or reduced by, and may survive any expiry of the Manufacturer's Voluntary Warranty Period. A representation or warranty by the Manufacturer about Your rights against the Manufacturer during or after the Manufacturer's Voluntary Warranty Period cannot limit or reduce Your rights against the Manufacturer or against Us, or both, under the ACL. You have certain rights under the ACL which are not affected by Device Deal Extended Warranty. The Terms and conditions set out below are in relation to Your rights under Device Deal Extended Warranty which are in addition to Your existing rights under the ACL.

Replacement of Your Product

- If:
- (a) During the Term, Your Product with Device Deal Extended Warranty fails to operate as a result of an Eligible Fault; and
 - (b) You make a claim for replacement of Your Product during the Claim Period,

then We will replace Your Product (in which case your cover ceases) (see the section titled "Replacement Terms"). 'Eligible Fault', 'Term' and 'Claim Period' are terms defined in the "Definitions" PDF brochure. Where:

- (a) the ACL applies to Your Product; and
 - (b) Your Product experiences a fault which is not a "major failure" (as defined in the ACL); and
 - (c) the fault can be remedied,
- then you can require us to provide you with one of the following remedies under the ACL at our discretion:
- (i) have Your Product repaired by Us; or
 - (ii) provide You with a refund or replacement of Your Product.

If Your Product is repaired or replaced as set out above under the ACL, Your Policy cover will continue.

If You make a claim under Your Policy for a replacement of Your Product with Device Deal and this claim is successful, the maximum amount payable by Us in respect of Your Product, including any freight costs associated with replacement, will be an amount not exceeding the Original Purchase Price of Your Product (inclusive of GST).

Exclusions under Your Product Care

Under the terms of Your Device Deal Extended Warranty:

- (a) We have no liability or responsibility to You in respect of any Eligible Fault Exclusion;
- (b) Your policy does not provide You with any right or entitlement in respect of any Eligible Fault Exclusion or any Excluded Accessory;
- (c) We have no liability or responsibility to you for indirect or nonsequential loss, including, but not limited to, loss of profits; and

- (d) We have no liability or responsibility for costs incurred in respect of Your Product with Device Deal Extended Warranty, if Our assessment determines Your Product with Your Policy does not have an Eligible Fault. For the avoidance of doubt, the exclusions set out above do not affect any right or entitlement You may have under the ACL.

Assessment of Your Product with Product Care

In order to assess whether Your Product with Device Deal Extended Warranty has an Eligible Fault, Your Product with our Policy will be sent to Our service agent for assessment. We will cover any freight costs associated with this assessment. If Your Product has been assessed and no Eligible Fault is found, We may charge You, and You must reimburse Us for assessment costs and freight costs incurred by Us and associated with the assessment of Your Product with Device Deal Extended Warranty.

Replacement Terms

Under Your Policy, you will be entitled to a once-off replacement of Your Product, in the form of a new like for like product that is the nearest equivalent to Your Product, as determined by Us. When We replace Your Product under Your Policy, We will take into account features, quality and specifications of the original item as well as availability of the technology.

The value of the replacement product, plus any freight costs associated with replacement, shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product We supply under Your Policy may have a lower selling price and is not limited to the original manufacturer brand of Your Product. Replacement price differences, if any, will not be refunded.

Under Device Deal Extended Warranty, if We cannot offer You a suitable replacement, We will give You a store credit to be used in the selection of a replacement product of Your choosing or a cash settlement. The value of any store credit or cash settlement that We give You under Your Policy will be a value based on the

replacement value of Your Product, as determined by Us and will not exceed the Original Purchase Price of Your Product. The decision to replace, offer a store credit or cash settlement under Device Deal Extended Warranty is always at Our sole discretion.

If there is an Eligible Fault with an Essential Accessory, We may choose to only replace that Essential Accessory, in our sole discretion. If We choose to only replace the Essential Accessory, Your Policy does not end and will continue on Your Product.

If:

- (a) Your Product is replaced under Your Policy; or
- (b) Under Your Policy We give You a store credit or a cash settlement in respect of Your Product, then:
- (c) We will have fulfilled and discharged our obligations under our Policy set out under clauses of these Terms and Conditions;
- (d) Other than Your entitlements under clauses of these Terms and Conditions, We will owe no further obligations to You under Your Policy and
- (e) Your Product will become Our property and will need to be collected by Us prior to Your replacement, store credit or cash settlement being retrieved by You, unless We advise otherwise.

Data Storage

If Your Product with Device Deal Extended Warranty is capable of storing User Generated Data, it is possible that Your data may be lost during the claim process. We recommend You back-up Your User Generated Data. While due care and skill will be used to preserve Your User Generated Data, We do not guarantee that Your User Generated Data will be preserved. You must take adequate measures to preserve Your User Generated Data on Your Product. If Your User Generated Data is lost or is corrupted during the claim process then, subject to Your rights under the ACL to compensation for consequential loss, We are not liable to You for any loss or corruption of Your User Generated Data.

Your Policy comes with international coverage

Your Product is covered by Your Policy when You are overseas.

If You need to make a claim You must contact Our customer service centre and provide Us with details of Your Product and the Eligible Fault. In order to assess whether Your Product has an Eligible Fault, the Product with Device Deal Extended Warranty may need to be forwarded to Our assessment agent. We will cover any reasonable freight costs associated with the assessment of Your Product with Your Policy. You must pay the cost of the freight and claim the cost from Us. You must provide Us with an

itemised invoice for the freight cost. If Your Product with Device Deal Extended Warranty has been assessed and no Eligible Fault is found, We may charge You, and We will not reimburse You, for freight costs and other costs associated with the assessment of Your Product.

Where Your Product with Device Deal Extended Warranty is assessed as having an Eligible Fault We will give you the option of receiving a once-off replacement of Your Product in the form of a new like for like product that is the nearest equivalent to Your Product as determined by Us. When We replace Your Product under Your Policy, We will take into account features, quality and specifications of the original item as well as availability of the technology.

The value of the replacement product, plus any freight costs associated with replacement, shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product We supply under Your Policy may have a lower selling price and is not limited to the original manufacturer brand of Your Product. Replacement price differences, if any, will not be refunded.

Under Your Device Deal Extended Warranty, if We cannot offer You a suitable replacement, We will give You a store credit to be used in the selection of a replacement product of Your choosing or a cash settlement. The value of any store credit or cash settlement that We give You under Your Policy will be a value based on the replacement value of Your Product, as determined by Us and will not exceed the Original Purchase Price of Your Product. The decision to replace, offer a store credit or cash settlement under the Device Deal Extended Warranty is always at Our sole discretion.

If there is an Eligible Fault with an Essential Accessory, We may choose to only replace that Essential Accessory, in our sole discretion. If We choose to only replace the Essential Accessory, Your Policy does not end and will continue on Your Product

If You sell or give Your Product to another person, Your Device Deal Extended Warranty policy can be transferred, with the Product, to the new owner

Your Policy can be transferred to a new owner of Your Product provided a written advice of the transfer from You to the new owner is given to Our customer service centre. Please provide a copy of the Original Documents to the new owner on transfer of Your Product with Device Deal Extended Warranty. If You transfer Your Product with us, please call Device Deal Services on 1300 800 522 during Our operating hours or email us.

Your Device Deal Extended Warranty cannot be sold separately to Your Product.