

Terms and Conditions

Participation in the Philips Members' Private Sale – Up to 50% discount promotion ("**Promotion**") is deemed to be an acceptance of the terms and conditions herein (these "**Terms and Conditions**").

Promoter

1. The promoter for the Promotion is Philips Electronics Pte Ltd of 622 Lorong 1, Toa Payoh, Singapore 319763 ("**Promoter**").

Promotional Period

2. The Promotion commences at 12am SGT on 17th September 2019 and ends 11:59pm SGT on 19th September 2019 ("**Promotional Period**"). The duration of the Promotional Period shall not be extended except as notified by the Promoter.

Eligibility and Participation

3. The Private Sale is opened to all members of Philips Online Shop who have active accounts set up on www.philips.com.sg. ("**Members**").

4. Other discounts/promotions/vouchers, including Philips Birthday Promotion is not applicable to this Promotion.

5. The Promotion Code may be used by Customer for the purchase of the Eligible Philips Products on the Promoter's Singapore official website at: <https://www.philips.com.sg/shop/> till 19 September 2019.

7. Products eligible for this Promotion are listed on <https://www.philips.com.sg/shop/> and exclude the following models: SP9850/13, HX9924/46, HD9654/91, FC6904/61. 50% discount only applies to S9751/33, HX9312/04, BHC010/03, HD3115/62 and FC8795/01 (collectively referred to as "**Eligible Philips Products**" and each an "**Eligible Philips Product**").

8. This Promotion entitles Members to purchase selected Philips products at discounted prices of 50% and other Eligible Philips Products at 30% off. Products entitled to such discount will be listed on Philips' promotion page. Philips Saeco, Televisions, Lighting, Dect Phones, Headphones, Peripherals & Accessories are excluded from this Promotion.

9. The following provisions apply to the Promotion Code(s):

- (a) There is no free delivery/ shipping for Eligible Philips Products purchased using the Promotion Code(s) unless expressly stated otherwise.
- (b) Promotion Code(s) are not transferable or redeemable for cash and/or credit.
- (c) Promotion Code(s) cannot be used for sales items and/ or with any other promotions/ vouchers unless expressly stated otherwise.
- (d) The Promoter is not required to provide any vouchers, discounts, credits, cash or any other form of compensation for discontinued or cancelled Promotion Code(s).
- (e) There shall be no reselling or trading of the Philips products purchased at the Philips Members' Private Sale

10. The purchase of the Eligible Philips Products by Customer using the Promotion Code(s) shall be subject to Philips' general terms and conditions of sale to consumers at <https://www.philips.com.sg/shop/termsAndConditions> ("**Philips' General Ts&Cs**").

11. Incomplete orders and orders using the Promotion Code(s) received after 11:59pm SGT on 19 September 2019 will be deemed invalid and will not be processed. Promotion Code(s) provided shall not apply retrospectively to orders placed prior to the Promotional Period.

12. The Promoter reserves the right to validate and check the authenticity of the order, and to disqualify any Customer for tampering with the order process, or who submits an order that is not in accordance with these Terms and Conditions and Philips General Ts&Cs. Breach of these Terms and Conditions and Philips General Ts&Cs will render any discount provided by the Promotion Code(s) void.

13. These Terms and Conditions may be amended by the Promoter at its discretion. All visuals are for illustration purposes only.

14. The Promoter reserves the right to modify or cancel any order or revoke the use of any Promotion Code(s) for any reason including suspicious or fraudulent activities, misuse of the Promotion Code(s) or breach of these Terms and Conditions, without incurring any liability. The decision as to the right to use of the Promotion Code(s) will be at the complete discretion of the Promoter and no correspondence will be entered into.

15. The Promoter accepts no responsibility for any variation in price of the Eligible Philips Product(s) from other suppliers.

16. Any tax liability arising as a result of purchasing any Eligible Philips Product(s) is the responsibility of the Customer.

17. If for any reason this Promotion is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the process, and/or to cancel, terminate, modify or suspend the Promotion. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration in relation to the Promotion.

18. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Customer's or any other person's computer related to or resulting from participation or downloading any materials in this Promotion.

19. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

20. **LIABILITY, INDEMNITY AND RELEASE:** In consideration for the Promoter accepting the Customer's participation in the Promotion, to the fullest extent permitted by law, Customer releases and forever discharges the Promoter from all claims that Customer may have or may have had but for this release arising from or in connection with any Customer's participation in this Promotion. Customer indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any claim by any person, arising as a result of or in connection with Customer's participation in the Promotion. For the purposes of this clause, claim(s) means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

21. The Promoter's decisions are final and no correspondence will be entered into, including in the event of a dispute. The Eligible Philips Products purchased must be taken as offered and cannot be varied.

22. Except for any liability that cannot by law be excluded, the Promoter and Koninklijke Philips Electronics N.V ("**Philips**") (including their respective officers, affiliated companies, 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 Promotion.

23. This Promotion is subject to the laws of Singapore, the Personal Data Protection Act 2012 ("**PDPA**") and Promoter's Privacy Policy located at: www.philips.com.sg/a-w/privacy-notice.html. The Promoter collects personal information ("**PI**") in order to conduct the Promotion, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any government authorities and agencies. This Promotion is conditional on Customer providing his/her PI. Please read the Promoter's Privacy Policy carefully to understand how the Promoter may use Customer's PI and rights of Customer. By reading and accepting these Terms and Conditions in full and by providing Customer's PI when purchasing the Philips Eligible Products using the Promotion Code(s), Customer hereby consent to the Promoter collecting, using, disclosing and processing Customer's PI for purposes of the Promotion in accordance with the PDPA and Promoter's Privacy Policy.

24. Any costs incurred by a Customer associated with entering the Promotion and/or purchasing the Eligible Philips Products, including accessing the Philips' website, telephone enquiries in relation to the Eligible Philips Products are the sole responsibility of Customer.

25. Headings and subheadings are inserted for convenience only and shall not be used to interpret the text of these Terms and Conditions in any way adverse to an interpretation in favour of the Promoter.

26. These Terms and Conditions constitute the entire agreement of the parties relating to the participation and the conduct of the Promotion.