



PRODUCT PROTECTION PLAN

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Congratulations on Your new purchase. We are pleased that You have elected to protect Your purchase with Our Product Protection Plan.

The issuer of this Product Protection Plan is OfficeMax Australia Ltd (OfficeMax) (ABN 26 064 777 224) of Level 1, Building 3, 658 Church Street, Richmond VIC 3121, Tel: 136 MAX.

TERMS AND CONDITIONS - JULY 2015

IMPORTANT NOTE: A separate Product Protection Plan must be purchased for every Item that You wish to cover. The Product Protection Plan commences upon expiry of the Manufacturer's Warranty.

You must retain and produce the Retailer's Tax invoice and this booklet in the event of a claim.

YOUR RIGHTS UNDER AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonable foreseeable loss or damage. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits of the Product Protection Plan as set out in these terms and conditions, work alongside and in addition to the rights and remedies to which You may be entitled under Australian Consumer Law. In no way does the Product Protection Plan limit your rights under the Australian Consumer Law or transfer to Us, the obligations that the Manufacturer has to You with respect to the Item.

Subject to the exclusions and limitations set out in these terms and conditions, Your Product Protection Plan gives You a guaranteed minimum remedy where Your Item suffers a Breakdown, irrespective of whether Your Item breaks down due to Fair Wear and Tear or due to some other reason covered by the Product Protection Plan.

BENEFITS OF THE PRODUCT PROTECTION PLAN

Peace of mind: You are covered for problems with the functionality or operation of Your Item, including Fair Wear and Tear, during the term of Your Product Protection Plan.

Replacement for products under \$400: If Your Item costs less than \$400 and it suffers a Breakdown, We will replace it with a new product or provide you with a Credit Voucher.

No Lemon Guarantee: If Your Item costs more than \$400 and has been repaired three times under Your Product Protection Plan, on the fourth time We will replace it with a new product or provide you with a Credit Voucher.

Repair Time Guarantee: If We take longer than 21 days to repair Your Item, We will replace it with a new product or provide you with a Credit Voucher. Our 21 day guarantee commences from when the repairer has possession of Your Item and ceases the earlier of :

- The date the repairer sends to You or makes available to You Your covered Item having completed repairs; and
- The date that is 21 days after the repairer received possession of Your Item.

Fair Wear and Tear: We cover mechanical or electrical breakdown of Your Item even as a result of Fair Wear and Tear.

Free Assessment: We will not charge You for an assessment, even when no fault is found with Your Item.

Free Freight Costs: During the claims process, We will cover any freight costs associated with the handling of Your Item.

Power Surge Protection: Your Item is covered for a Breakdown caused by a power surge.

Overseas Protection: Portable Items such as Laptops, Tablets, Mobile Phones and Digital Cameras that can be used whilst travelling overseas are covered when they suffer a Breakdown whilst overseas.

The above benefits are all subject to the terms, conditions and exclusions set out within.

DEFINITIONS

Administrator: means The Warranty Group Australasia Pty Ltd (ABN 37 005 004 446).

Breakdown: means a breakdown of an Item, as a result of mechanical issues, electrical issues or Fair Wear and Tear that affects the functionality or operation of the Item.

Cover: means the protection provided by the Product Protection Plan as outlined in these terms and conditions and the type of cover purchased as stated on the Retailer's Tax Invoice.

Credit Voucher: means credit redeemable for purchases via the original retailer.

Fair Wear and Tear: means changes that happen through ordinary day-to-day use, or changes that happen with aging.

Item: means the product purchased as stated on the Retailer's Tax Invoice.

Manufacturer's Warranty: means the original Item warranty coverage provided by the manufacturer from the date of purchase of the Item.

Plan: means this document issued to You containing the terms, conditions and exclusions of Cover.

Product Protection Plan: means the protection for the covered Item, the terms, conditions and exclusion of which are set out in this document.

Purchase Price: means the purchase price of the covered Item specified on the Retailer's Tax Invoice, inclusive of GST.

Retailer's Tax Invoice: means the original purchase invoice for the Item covered by this Plan.

Replacement Terms: means the paragraphs in this document under the heading "Replacement Terms".

We, Us, Our: means the retailer OfficeMax from whom You purchased Your Item and Your Product Protection Plan and whose name appears on the Retailers Tax Invoice and the Administrator.

You, Your: means the person nominated as the purchaser on the Retailer's Tax Invoice.

WHAT IS COVERED BY YOUR PRODUCT PROTECTION PLAN

The Product Protection Plan applies to electrical or battery operated Items that are purchased for domestic use. Subject to the terms, conditions and exclusions of the Plan, We agree that if during the period of Your Product Protection Plan, the covered Item suffers an unexpected electrical or mechanical failure, We may elect to repair or replace the Item. We will pay, subject to the terms, conditions and exclusions of the Product Protection Plan, the cost for the Item to be repaired to normal working order or the replacement cost for an equivalent Item up to the original purchase price.

You should be aware that, in some circumstances, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If the Covered Item is capable of retaining user-generated data, You should also be aware that repair of the Covered Item may result in loss of the data.

If the Item has been repaired three times under the Product Protection Plan and it fails for a fourth time, We will replace the Item in accordance with Our Replacement Terms.

Regardless of the number of claims, the total amount payable is limited to the original purchase price of the covered Item per claim.

DURATION OF YOUR PRODUCT PROTECTION PLAN

Your Product Protection Plan commences on expiration of the Manufacturer's Warranty and ceases when the first of the following things occurs:

- We replace the covered Item as a result of a claim;
- We provide You with a Credit Voucher as a result of a claim;
- The date that is one year, two years, three years or four years after the expiration of the Manufacturer's Warranty, depending on the Plan period You purchased;
- The date that is five years from the date You purchased the Covered Item. It is important that You check the term of the Manufacturer's Warranty. For example, if You purchase a Plan for four years and the Manufacturer's Warranty is for more than one year, then Your Plan will expire in less than four years after expiry of the Manufacturer's Warranty.

Product Protection Plan provides coverage only to the extent not provided by any other service plan, warranty or insurance policy that covers the Item subject to the terms and conditions of this Plan. You must first exercise Your rights under any such coverage before making a claim under Your Product Protection Plan.

REPLACEMENT TERMS

We may replace Your Item with an equivalent product when We decide Your Item is not economically repairable. Technological advances may result in a replacement product with a lower selling price than the original Item. You will not be refunded the difference between the replacement cost and the original purchase price which You paid for Your Item. The replacement cost shall not exceed the original purchase price You paid for Your Item.

Replacement of Your Item shall constitute fulfilment of this Product Protection Plan and any remaining period of Cover does not transfer to Your new item.

Where the original cost of the Item was \$400 or less, and the Item suffers a Breakdown as covered by the terms, conditions and exclusions of this Plan, You will receive a replacement product or Credit Voucher.

If We elect not to repair or replace Your Item, We will provide You with a Credit Voucher that has a value equal to:

- a. the recommended retail price of an item identical to the covered Item or an item with equivalent specifications to the covered Item; or
- b. where a replacement product with equivalent specifications is not available, the original Purchase Price.

If You choose not to accept a replacement offered to You by Us, You will be entitled to a Credit Voucher of the recommended retail price of the recommended replacement item only, which may be an item identical to the covered Item or an item with equivalent specifications to the covered Item.

Replacement/Credit Voucher Notice: If Your covered Item is replaced or a Credit Voucher is used as settlement, the faulty Item will become Our property. In this instance, the benefits under Your Product Protection Plan will have been exhausted and coverage will cease immediately and there will be no refund of the purchase price You paid for Your Product Protection Plan.

WHAT IS NOT COVERED

Product Protection Plan does not provide Cover for:

- Items being used for commercial purposes;
- Any software or virus related faults;
- Products with less than a three (3) month Manufacturer's Warranty;
- Failure caused by inherent defects such as date non-compliance or design defects;
- Consumable products such as cables, cords, cartridges, tapes, software items, batteries, fuses, bulbs including projector bulbs, projection TV lamps and bulbs, styli, ribbons, filters, toner and the like or peripherals;
- Damage caused prior to or during delivery;
- Failure as a result of improper or unauthorized modification or repair;
- Failure to follow the manufacturer's installation or operating instructions or where the repairs being claimed for are not claimable under the manufacturer's original warranty or are subject to manufacturer recall;
- Normal maintenance, cleaning, lubrication, alignment, tuning, reprogramming and/or adjustment to the Item;
- Cosmetic faults or damage which does not affect the operation of the Item;

- Failure caused by accidental or deliberate damage, neglect, abuse, wilful act, misuse, theft, sand, water or liquid damage, rust, corrosion or battery leakage, mildew and mould;
- Failure caused by damage from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strikes, labour disturbance, lockout or civil commotion;
- Failure resulting from external sources including but not limited to, infestation of vermin, pests or insects, acts of nature, interference;
- Failure caused by external wiring and connections, or non-compatibility of accessories;
- A burned computer screen due to it sitting idle for long periods;
- Failure of speakers as a result of overloading;
- Any consequential loss, damage or liability incurred as a result of an electrical or mechanical failure of the product;
- Loss of software, data or CD-Rom disks as a result of viruses, malfunction or damage of an operating part;
- Repairs, replacements or any associated costs such as removal or installation costs which have not been authorised by the Administrator;
- Any accessories purchased in addition to the Item, for example but not limited to memory cards, cases, bags, battery chargers and the like;
- Repairs on Items located permanently outside Australia;
- Breakdowns which occur within the Manufacturer's Warranty; or
- Breakdowns which are not reported within the term of the Cover;

TRANSFER

If You sell or gift the covered Item, Your Product Protection Plan can be transferred to the new owner if You call the Administrator on 1300 786 225 within seven days. Our total liability under the Product Protection Plan is not increased as a result of any such transfer.

CANCELLATION

We understand that all Our customer's needs are different. Accordingly as part of the Product Protection Plan We offer a 14 day 'Cooling Off Period'. If You should decide for any reason whatsoever that this Product Protection Plan does not suit Your individual needs, You may cancel Your Product Protection Plan and receive a full refund as long as no claims have been lodged.

You must contact the retailer to cancel Your Plan and receive a full refund within 14 days.

WHAT TO DO IF YOUR PRODUCT FAILS

Review the manufacturer's product manual and instructions, as this will often pinpoint what is wrong and advise You how to remedy the failure. If the Item has failed and needs repair, You may lodge a claim at www.officemax.nua.com.au or contact Us on 1300 654 671 for assistance. Please ensure You have Your Retailer's Tax Invoice available when calling.

Please note that costs associated with repair, removal or installation of the Item will not be paid unless first authorised by Us and performed by a repairer who has been authorised by Us.

We may avoid or reduce a claim under Your Product Protection Plan if You make any misrepresentation or any fraudulent or dishonest act or omission in connection with the claim.

DISPUTE RESOLUTION

Should You have a concern relating to the administration of Your Product Protection Plan You may request that it be dealt with by the supervisor or manager who is directly responsible for that area. If Your complaint is not resolved by the supervisor or manager, Your complaint may then be referred to the Administrator's Customer Complaints and Disputes Review Process.

To ensure that the impact to You is minimised, We will ensure that a written response is provided to You within 15 business days provided We have all the necessary information. You may contact the Administrator's Customer Complaints and Disputes Review Process Panel by contacting the Administrator:

- By email customerfeedback@thewarrantygroup.com; or
- By Phone 1300 654 611.

YOUR PRIVACY

By requesting and accepting this Product Protection Plan, You consent to Us managing Your personal information in accordance with Our and the Administrator's Privacy Policy so that We can provide and administer Your Product Protection Plan, including processing claims, verifying Your identity, handling Your inquiries and related secondary or ancillary purposes. If You do not provide Us with this information You will not be eligible to participate in the Product Protection Plan.

In accordance with Our and the Administrator's Privacy Policies, You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about the management of your personal information, which is also detailed in Our and Administrator's Privacy Policies. If You would like a copy of Our Privacy Policy, would like access to the information We have about You, know where Your information may be stored, or wish to make a complaint, please see Our Privacy Policy at <https://www.officemax.com.au/privacy-policy>. If You would like a copy of the Administrator's Privacy Policy, would like to access the information they have about You, to know where Your information may be stored or wish to make a complaint, please contact their Privacy Officer on 1300 654 611 or visit <http://www.thewarrantygroup.com.au/company-overview/privacy/index.html>.

JURISDICTION

This Plan shall, at all times and in all respects, be governed by and subject to the laws of the State or Territory in Australia where this Plan was issued and whose courts shall have jurisdiction in any dispute arising under or in connection with this Plan. This condition shall not preclude the parties from agreeing to submit any dispute to arbitration, or to any other form of alternative dispute resolution, after it has arisen.

Contact Details	
Product Protection Plan Enquires	vscau@thewarrantygroup.com
Claim Lodgements	www.officemax.nua.com.au
	1300 654 671