

**THE GOOD GUYS®**

# GOLD SERVICE EXTRAS

## TERMS & CONDITIONS



- ✓ ***Stress-Free Product Care from Day One***
- ✓ ***\$20 in 90 Day StoreCash<sup>></sup> sent to your Digital Wallet 3 times per year<sup>~</sup>***
- ✓ ***Member Exclusive Rewards & Offers***

<sup>></sup>Qualifying conditions, including signing up to 90 Day StoreCash, activating a Digital Wallet before being eligible to earn/win and where a qualifying purchase is required, delivery/collection of product within 60 days. 90 Day StoreCash expires 90 days after issue. Personal purchases only. Exclusions and purchase limits apply. Each 90 Day StoreCash reward must be used in one transaction and no change/credit for any unused balance. Refer to 90 Day StoreCash T&Cs [thegoodguys.com.au/storecash/storecash-terms-and-conditions](https://thegoodguys.com.au/storecash/storecash-terms-and-conditions) for details, including how to receive 90 Day StoreCash deposit notifications, how to earn & timing for issue of 90 Day StoreCash. <sup>~</sup>Up to a maximum of \$180 in each 12 month period for customers with multiple Gold Service Extras memberships.

# Earn 90 Day StoreCash<sup>></sup>

Sign Up & Activate Your Digital Wallet Now!



Sign up and  
Activate now



## How to Earn

### 1. Sign Up

Sign up to 90 Day StoreCash<sup>></sup> by scanning the QR code or online at [thegoodguys.com.au/storecash](https://thegoodguys.com.au/storecash) before you make a qualifying purchase or participate in an offer

### 2. Activate

Activate your Digital Wallet by downloading it to your mobile device or by verifying it online from the link in your SMS.

### 3. Start Earning

Earn 90 Day StoreCash<sup>></sup> on qualifying purchases or other offers at The Good Guys.

90 Day StoreCash<sup>></sup> has a 90 Day expiry.



>Qualifying conditions, including signing up to 90 Day StoreCash, activating a Digital Wallet before being eligible to earn/win and where a qualifying purchase is required, delivery/collection of product within 60 days. 90 Day StoreCash expires 90 days after issue. Personal purchases only. Exclusions and purchase limits apply. Each 90 Day StoreCash reward must be used in one transaction and no change/credit for any unused balance. Refer to 90 Day StoreCash T&Cs [thegoodguys.com.au/storecash/storecash-terms-and-conditions](https://thegoodguys.com.au/storecash/storecash-terms-and-conditions) for details, including how to receive 90 Day StoreCash deposit notifications, how to earn & timing for issue of 90 Day StoreCash.

## IMPORTANT INFORMATION: YOUR RIGHTS IN RELATION TO FAULTY GOODS AND SERVICES

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (“**ACL**”). For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Goods purchased from The Good Guys also come with a The Good Guys Voluntary Warranty, which is intended to provide you with remedies which are consistent with your rights under the ACL. The Good Guys Voluntary Warranty and your rights under the ACL generally provide protection if your product becomes faulty for longer than the standard Manufacturer’s Warranty even if you do not purchase The Good Guys Gold Service Extras.

The Good Guys Understanding Your Rights brochure (available from [www.thegoodguys.com.au/gold-service-extras-terms-and-conditions](http://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions)) contains further information about The Good Guys Minimum Voluntary Warranty and your rights under the Australian Consumer Law.

### Your Rights under the ACL

The ACL provides consumers’ basic, guaranteed rights for goods they purchase (“**Consumer Guarantees**”) at no charge. The ACL requires that, taking account of the nature of goods, the price and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description provided or demonstration model used.

Whether a consumer is entitled to a remedy under the ACL will depend on the circumstances. Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable in the circumstances, given factors including the cost and quality of the goods and the use made of the goods. Consumer Guarantees may continue even after the expiry of any Manufacturer’s Warranty for the goods. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances. Consumers with a claim for breach of a Consumer Guarantee should contact the retailer of the goods at first instance. If you are unable to reach resolution with the retailer or manufacturer as to the remedy, you should seek independent advice and/or contact the ACCC or your state/territory fair trading body.

# GOLD SERVICE EXTRAS

Certain benefits you receive under your The Good Guys Gold Service Extras are already available to you under Australian Consumer Law. Some of these benefits include the right to reimbursement of reasonable extra costs or reasonably foreseeable loss you can show resulted from a faulty product. Your The Good Guys Gold Service Extras does not seek to reduce, qualify or limit those rights in any way, but to make enforcement or recovery of these costs simpler and less stressful for you.

The Good Guys Gold Service Extras does not change or remove any rights that the Australian Consumer Law or a Manufacturer's Warranty may give you, but seeks to give you certain further benefits, that may include certainty of outcome.

## ACCC Contact Details

Australian Competition and Consumer Commission

Infoline: 1300 302 502

Indigenous Infoline: 1300 303 143

[www.accc.gov.au](http://www.accc.gov.au)

## Additional benefits under The Good Guys Gold Service Extras not available under the ACL

We appreciate that you may want the certainty of knowing that if items you buy are faulty they are covered for a specific time period. When you purchase The Good Guys Gold Service Extras, you are obtaining certainty and peace of mind as to the period of coverage and the remedy you will receive and the convenience of having the repair and/or replacement process managed for you under your The Good Guys Gold Service Extras membership. You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your The Good Guys Gold Service Extras membership:

- Certainty as to the exact period of cover.
- Gold Service Extras Rewards including exclusive offers, competitions, giveaways and opportunities to earn and receive bonus 90 Day StoreCash<sup>®</sup>.
- \$20 in 90 Day StoreCash<sup>®</sup> sent to your Digital Wallet 3 times in each year of your The Good Guys Gold Service Extras membership (up to a maximum total of \$180 in each 12 month period for customers with multiple Gold Service Extras memberships).
- 30 Day Price Guarantee protection for pricing changes at The Good Guys and The Good Guys approved competitors.
- \$100 in Essential Appliance 90 Day StoreCash<sup>®</sup> if your television, refrigerator, dryer, washing machine, dishwasher, split system air-conditioner, oven or cooktop is not repaired within 10 Business Days from the date it is assessed. Available separately to food spoilage reimbursement for fridges and laundry costs reimbursement for washing machines.

- 20 Business Day repair period guarantee from the date we first inspect your product (for a Large Appliance), or from the date we receive your product from you (for a Small Appliance).
- Convenience of having access to our approved network of experienced operational and technical staff to manage the repair and/or replacement process.

### **Comparing your consumer rights and features provided by Gold Service Extras**

The following table (pages 6–9) is a summarised comparison of Consumer Guarantees and the protections offered by The Good Guys Gold Service Extras. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL. Reading the full Terms and Conditions of Gold Service Extras is recommended, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer’s care instructions or if the appliance is accidentally damaged.

In addition, you can visit [www.accc.gov.au](http://www.accc.gov.au) for more information on Consumer Guarantees. Please note in addition to the protections listed on pages 6–9, you may have additional rights against a manufacturer under a Manufacturer’s Warranty.

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Protection	ACL Rights and Remedies
<p><b>Am I protected if the product is defective?</b></p>	<p>Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against Mechanical or Electrical Failure resulting from a defect in the product, and may include wear and tear arising from normal use of the product.</p> <p>Protection available for commercial use where you are a consumer under the ACL.</p>
<p><b>How long does the protection against defects last?</b></p>	<p>A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including the nature of the product, the price, the way it is used and any statements or representations made about the product.</p> <p>In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period of time that protection is available under The Good Guys Gold Service Extras.</p>
<p><b>Cost of coverage</b></p>	<p>No cost.</p>
<p><b>What remedies are available if the product is defective?</b></p>	<p>Repair, refund, replacement and/or damages for consequential loss.</p> <p>The exact remedy will depend on the specific circumstances.</p> <p>Consequential loss may include the cost of collecting a large product from your home.</p>
<p><b>Is there a guarantee that any repair will be carried out in a reasonable time?</b></p>	<p>The product must be repaired within a reasonable time or you are entitled to a replacement or a refund.</p>

## Gold Service Extras Benefits

Protection against Mechanical or Electrical Failure including product failures due to wear and tear.

Not generally available for commercial use (except selected products for small office use).

- 3 years for products with an Original Purchase Price of \$500 or less
- 3 or 5 years for all other eligible products
- 5 or 7 years for split system air conditioners

Subject to these Terms and Conditions, Gold Service Extras product protection continues for the period you've chosen if your product is repaired.

If your product is replaced, Gold Service Extras product protection will cease, although in certain circumstances you may be offered a credit equal to the Original Purchase Price you paid for your The Good Guys Gold Service Extras membership. This credit can be applied to the cost of purchasing a new The Good Guys Gold Service Extras membership for your replacement product. You will also have ACL rights in relation to your replacement product.

Cost of The Good Guys Gold Service Extras plan.

**\$500 and Under** – Guaranteed replacement to a maximum of the Original Purchase Price, of any faulty product valued at \$500 or less where there has been a verified Mechanical or Electrical Failure.

**Over \$500** – Product assessed and either repaired or replaced with an equivalent product, up to a maximum of the Original Purchase Price.

Your product will be replaced with an equivalent model if the repair takes longer than 20 Business Days from the date we first inspect it (for a Large Appliance), or from the date we receive your product from you (for a Small Appliance).

\$100 in 90 Day StoreCash<sup>®</sup> is available at your request, for any Essential Appliances that are not repaired within 10 Business Days from the date it is assessed. Available for televisions, refrigerators, dryers, washing machines, dishwashers, split system air conditioners, ovens and cooktops. This benefit is available in addition to the food spoilage reimbursement and laundry costs reimbursement.

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<b>Food Spoilage</b>	Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include food spoilage.
<b>Laundry Costs</b>	Regardless of the value of the product, you are entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include laundry costs.
<b>Who is obliged to provide the remedy for a defective product?</b>	The Good Guys (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).
<b>Is a loan product available while my product is being repaired?</b>	No. However, regardless of the value of the product, if you decide to organise and obtain a loan product from a rental company or other company, the cost you incur may, in certain circumstances, be recoverable as a reasonably foreseeable consequential loss caused by the defect.
<b>What happens if I receive a remedy for a defective product?</b>	Any replacement product or repair will be covered for a reasonable period depending upon the circumstances in the same way described under the heading "How long does the protection against defects last?"
<b>Is a Technical Assistance Helpline available to help with my product?</b>	Not required under the ACL but some suppliers and manufacturers do provide a helpline.

\$100 reimbursement is available at your request, for any claim where food spoilage is caused by the fault. No receipts are required.

This reimbursement is in addition to the \$100 in 90 Day StoreCash<sup>></sup> available where an Essential Appliance (a television, refrigerator, dryer, washing machine, dishwasher, split system air conditioner, oven or cooktop) is not repaired within 10 Business Days from the date it is assessed.

\$100 reimbursement is available at your request, where you have incurred laundry costs during the period your washing machine is not in working order. No receipts are required.

This reimbursement is in addition to the \$100 in 90 Day StoreCash<sup>></sup> available where an Essential Appliance (a television, refrigerator, dryer, washing machine, dishwasher, split system air conditioner, oven or cooktop) is not repaired within 10 Business Days from the date it is assessed.

The Good Guys Member Support Team can be contacted by phone 1300 765 988, 9am to 6pm Monday to Friday and 9am to 5pm Saturday, Melbourne time (excluding national public holidays) or via The Good Guys website ([www.thegoodguys.com.au/contact-gold-service-extras-team](http://www.thegoodguys.com.au/contact-gold-service-extras-team)).

There is no specific Gold Service Extras benefit for a loan product.

Your Gold Service Extras product protection continues for the period you've chosen, if it is repaired.

If your product is replaced with an Equivalent Replacement Product, Gold Service Extras product protection will cease, although in certain circumstances you may be offered a credit equal to the Original Purchase Price you paid for your The Good Guys Gold Service Extras membership. This credit can be applied to the cost of purchasing a new The Good Guys Gold Service Extras membership for your replacement product. You will also have ACL rights in relation to your replacement product.

No, but your local store can offer support and assistance with your product.

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## THE GOOD GUYS GOLD SERVICE EXTRAS TERMS AND CONDITIONS

### 1. INTRODUCTION

#### 1.1 Parties to these Terms and Conditions

The Good Guys Gold Service Extras is provided by The Good Guys of Podium Level, 60 City Road, Southbank VIC 3006. These Terms and Conditions apply between You and Us in relation to Your The Good Guys Gold Service Extras membership.

#### 1.2 Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Your rights under the ACL exist independently of these The Good Guys Gold Service Extras Terms and Conditions.

#### 1.3 No Performance Guarantee or Insurance

The Good Guys Gold Service Extras is not a guarantee of performance or an insurance policy nor are We insurers.

#### 1.4 Modifications to Terms and Conditions

The Good Guys may amend these Terms and Conditions by providing not less than 3 days prior written notice to You if The Good Guys reasonably considers that the amendment is likely to benefit You, is likely to have a neutral impact on You or is likely to have only a minor detrimental impact on You.

The Good Guys may also amend these Terms and Conditions by providing at least 30 days prior written notice to You if it reasonably considers that the amendment will have more than a minor detrimental impact on You, and where this occurs You may, within 30 days of receiving such notice, cancel Your The Good Guys Gold Service Extras membership and receive a pro rata refund (reflecting the unexpired term of Your The Good Guys Gold Service Extras membership after such cancellation) of the price paid by You for Your The Good Guys Gold Service Extras membership.

In considering whether an amendment to these Terms and Conditions has more than a minor detrimental impact on You, The Good Guys will consider the extent to which (if any) the existing benefits You are entitled to (as well as any applicable obligations placed on You) for the remaining term of Your The Good Guys Gold

Service Extras membership are impacted by the amendment, and the extent of any additional benefits which are granted to You (as well as any applicable additional obligations placed on You) as a result of the amendment for the remaining term of Your The Good Guys Gold Service Extras membership.

## 2. DEFINITIONS

In these Terms and Conditions:

**90 Day StoreCash** means a reward in the form of a voucher with a set value and expiry date deposited in Your Digital Wallet that can be used to purchase goods and services at The Good Guys in store, online (only at [www.thegoodguys.com.au](http://www.thegoodguys.com.au)) or over the phone.

**90 Day StoreCash Notification** means an SMS sent to You by Us notifying You that Your earned 90 Day StoreCash has been deposited in Your Digital Wallet.

**Affiliate** means, in relation to TGGDWA, any entity that directly or indirectly controls, or is controlled by, or is under common control with TGGDWA or a holding company of TGGDWA. For the purposes of this definition:

- (a) **“control”** means, in relation to TGGDWA, where an entity:
- (i) controls the composition of TGGDWA's board;
  - (ii) is in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of TGGDWA;
  - (iii) holds more than one-half of the issued share capital or units of TGGDWA;  
or
  - (iv) has the capacity to determine the outcome of decisions about TGGDWA's financial and operating policies.
- (b) **“holding company”** means, in relation to a party, an entity that controls TGGDWA.

**Business Days** means a day not being a Saturday or Sunday or a public holiday in the state or territory in which Your Enrolled Product is located.

**Commencement Date** means the date on which You take possession of Your Enrolled Product.

**Digital Wallet** means the digital wallet made available by The Good Guys for You.

**Enrolled Product** means the product You purchased from The Good Guys with The Good Guys Gold Service Extras (as described in the original purchase receipt and/or tax invoice for the product).

**Equivalent Replacement Product** means a product of the same or similar make and technical specification as Your Enrolled Product (as determined by Us), which may have a lower selling price than Your Enrolled Product and is not limited to the original manufacturer of Your Enrolled Product.

**Essential Appliance** means a television, refrigerator, dryer, washing machine, dishwasher, split system air conditioner, oven or cooktop.

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**Force Majeure** Event means any war, sabotage, terrorist activity, national emergency, blockades, government action, storm, flood, earthquake, epidemic or pandemic.

**Gold Service Extras 30 Day Price Guarantee** means the benefit described in section 6.1 ('Gold Service Extras 30 Day Price Guarantee') of these Terms and Conditions.

**Gold Service Extras 90 Day StoreCash** has the meaning given in section 3.7 ('90 Day StoreCash') of these Terms and Conditions.

**Gold Service Extras Member Communications** means communications (including marketing communications) sent to The Good Guys Gold Service Extras members relating to their The Good Guys Gold Service Extras memberships, including 90 Day StoreCash Notifications where they have activated their Digital Wallet.

**Gold Service Extras Rewards** means the rewards provided by The Good Guys to The Good Guys Gold Service Extras members from time to time as described in section 6.2 ('Gold Service Extras Rewards') of these Terms and Conditions.

**Gold Service Extras Store Credit** means a \$20 Store Credit which is sent to You three times per year in accordance with the terms and conditions of any Prior Gold Service Extras Membership.

**Large Appliance** means a large television (e.g. with a screen size of forty inch and above), washing machine, dryer, fridge, freezer, dishwasher or large/ fixed cooking good such as a wall oven, under bench oven, free-standing oven, cooktop, rangehood and integrated microwave.

**Manufacturer's Warranty** means the voluntary warranty (if any) for parts and/or labour provided by the manufacturer of the Enrolled Product.

**Mechanical or Electrical Failure** means a sudden and unforeseen breakdown of Your Enrolled Product arising from a mechanical or electrical fault, including as a result of normal wear and tear (excluding a gradual reduction of the operating performance of the Enrolled Product), but does not include any breakdown of Your Enrolled Product caused by those faults listed in section 5.1 ('Excluded faults') of these Terms and Conditions.

**Member Support Team** means the member support team who assists You with any queries, support and benefits related to Your Gold Service Extras membership.

**Minimum Voluntary Warranty Period** means the period under Our Minimum Voluntary Warranty Policy (set out in The Good Guys Understanding Your Rights brochure available at <https://www.thegoodguys.com.au/gold-service-extras-terms-and-conditions>) during which You are entitled to have Your Product either repaired or replaced in the event that Your Product becomes faulty through no fault of Your own.

**Original Purchase Price** means the amount paid by You to The Good Guys to purchase Your Enrolled Product, as recorded on Your original purchase receipt and/or tax invoice.

**Payment Card** means a Digital Visa Gift Card or other stored value card which can be used to purchase goods or services from any merchant that accepts Eftpos, Visa or Mastercard but is not redeemable for cash.

**Prior Gold Service Extras Membership** means any The Good Guys Gold Service Extras membership held by You which did not include a reference or invitation to activate a Digital Wallet in any welcome correspondence You received in conjunction with Your purchase of that The Good Guys Gold Service Extras membership (or which was not otherwise capable of being linked to Your Digital Wallet at or around the time that You purchased that The Good Guys Gold Service Extras membership).

**Repair/Replacement Claim** means a claim to have Your Enrolled Product repaired or replaced under these Terms and Conditions because it has suffered a Mechanical or Electrical Failure.

**Replacement Product Transfer Period** means:

- (a) if the Original Purchase Price of Your Enrolled Product is \$500 or less, the 12 month period commencing on the date on which You take possession of Your Enrolled Product; or
- (b) if the Original Purchase Price of Your Enrolled Product is more than \$500, the period commencing on the date on which You take possession of Your Enrolled Product and ending on the later of:
  - (i) the expiry of the Minimum Voluntary Warranty Period; and
  - (ii) the expiry of the Manufacturer's Warranty.

**Sign Up Form** means the online sign up form at <https://www.thegoodguys.com.au/storecash/wallet-sign-up>.

**Small Appliance** means an appliance that is not a Large Appliance.

**Store Credit** means a value with a set expiry date that can be used to purchase goods and services from The Good Guys (which in some cases may be only redeemed in store).

**Terms and Conditions** means these The Good Guys Gold Service Extras Terms and Conditions, as updated from time to time in accordance with section 1.4 ('Modifications to Terms and Conditions').

**TGGDWA** means The Good Guys Discount Warehouses (Australia) Pty Ltd (ACN 004 880 657).

**The Good Guys** means TGGDWA and any Affiliates from which Your Enrolled Product was purchased and any additional party referred to on Your original purchase receipt and/or tax invoice.

**The Good Guys Gold Service Extras** means the benefits and priority service applicable to Your Enrolled Product as detailed in these Terms and Conditions.

**The Good Guys Home Services** means Home Services Network Pty Ltd (ACN 622 336 350) trading as The Good Guys Home Services.

**Third Party Service** means the provision of the Gold Service Extras Rewards, home installation services, product repair services and all other services which may be required to administer The Good Guys Gold Service Extras, including those that may be added from time to time.

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**Third Party Service Provider** means any third party service provider appointed by The Good Guys to provide the Third Party Services.

**We, Us, Our** refers to The Good Guys or any authorised agent or contractor of The Good Guys.

**You, Your, or Yours** means the person or persons holding a The Good Guys Gold Service Extras membership.

## 3. IMPORTANT THINGS TO KNOW ABOUT THE GOOD GUYS GOLD SERVICE EXTRAS

### 3.1 How can You purchase The Good Guys Gold Service Extras?

The Good Guys Gold Service Extras can be purchased with an eligible product (see section 3.3 ('Eligible products') of these Terms and Conditions) from The Good Guys in store, online or over the phone. The Good Guys Gold Service Extras must be purchased at the same time as You purchase an eligible product.

### 3.2 When does The Good Guys Gold Service Extras membership start and how long does it last?

Your The Good Guys Gold Service Extras membership commences from the Commencement Date and, subject to section 4.6 ('Replacement terms') of these Terms and Conditions, continues for the membership period You have purchased (unless cancelled earlier in accordance with section 7.2 ('Cancellation of Your The Good Guys Gold Service Extras membership by You') or section 7.3 ('Cancellation of Your The Good Guys Gold Service Extras membership by Us') of these Terms and Conditions).

The duration of Your The Good Guys Gold Service Extras membership will depend upon the Enrolled Product purchased:

Enrolled Product Type	Membership period(s) available for purchase
Enrolled Products with an Original Purchase Price of \$500 or less	3 Years
Enrolled Products with an Original Purchase Price of more than \$500 (excluding split system air conditioners)	3 or 5 Years
Split system air conditioners with an Original Purchase Price of more than \$500	5 or 7 Years

### 3.3 Eligible products

The Good Guys Gold Service Extras is only available for purchase if You purchase an eligible product which:

- (a) is purchased new;
- (b) is purchased to be primarily used in Australia; and
- (c) is one of the following types of product:
  - (i) a domestic product used by You, for domestic or personal purposes only; or
  - (ii) an office product, such as a PC, Laptop, tablet, facsimile machine,

photocopier, computer, scanner, printer, other computer peripheral or telephone, designed, and Used by You, for personal or business purposes (provided the product is used in a business conducted by a maximum of five (5) people).

### **3.4 Not available for products which will be subject to commercial use**

Apart from purchases of office products for small business use (5 people or less), The Good Guys Gold Service Extras is not available for products used for commercial purposes. If the product will be used for commercial purposes, please advise The Good Guys of the intended product use at the time of purchase, as You will not be eligible for The Good Guys Gold Service Extras for any product that is intended to be used commercially.

### **3.5 How to lodge a claim under Your The Good Guys Gold Service Extras membership**

To assist the Member Support Team in providing the quickest possible resolution to any claims or enquiries You have in relation to Your The Good Guys Gold Service Extras membership, We recommend that You lodge all claims and enquiries:

- (a) online via <https://www.thegoodguys.com.au/gold-service-extras-report-product-fault> (for any claims relating to product faults) or by submitting an enquiry on the Member Support Team's Contact Us page: (<https://www.thegoodguys.com.au/contact-gold-service-extras-team>).
- (b) by calling the Member Support Team on 1300 765 988.

### **3.6 Digital Wallet**

In order to receive 90 Day StoreCash in connection with Your The Good Guys Gold Service Extras membership, You must complete the Sign Up Form and activate the Digital Wallet.

If You have provided Us with Your correct email address and mobile number, We will provide instructions to You within 2 days of the Commencement Date on how to activate Your Digital Wallet (if You have not done so already). If You have not received such instructions from Us within 2 days of the Commencement Date then please submit an enquiry on the Member Support Team's Contact Us page: (<https://www.thegoodguys.com.au/contact-gold-service-extras-team>).

The Sign Up Form requires You to provide Your mobile number which We will use to send You an SMS to activate Your Digital Wallet and to send You verification codes when You access Your Digital Wallet. Please ensure that You enter all information on the Sign Up Form carefully. You warrant to Us that all information provided by You is complete, true and accurate. You must not complete the Sign Up Form on behalf of another person.

When You have completed the Sign Up Form, We will send an SMS to the mobile number You have provided on the Sign Up Form requesting You to activate Your Digital Wallet by clicking a link taking You to a webpage, where You must follow the prompts to either:

- (a) download Your Digital Wallet to Your smart device; or
- (b) activate Your Digital Wallet online through The Good Guys website.

If You choose to activate Your Digital Wallet online through The Good Guys

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website:

- (a) You can access it at <https://www.thegoodguys.com.au/storecash>; and
- (b) You can also download Your Digital Wallet to Your smart device at any time by using the first SMS sent to You when You completed the Sign Up Form, or You can receive a new SMS from The Good Guys by filling out the Sign Up Form again at any time using the same information.

If You choose to activate Your Digital Wallet by downloading it to Your smart device, You can also access Your Digital Wallet online through The Good Guys website at <https://www.thegoodguys.com.au/storecash> at any time.

By activating Your Digital Wallet, You consent to receive Gold Service Extras Member Communications and “push notifications” to Your Digital Wallet (messages that appear as pop-ups, banners or messages on Your desktop browser, mobile or in Your Digital Wallet). You understand and agree that “push notifications” will not contain an unsubscribe facility. You can elect at any time to stop receiving:

- (a) Gold Service Extras Member Communications, by following the instructions on how to unsubscribe in section 8.2;
- (b) “push notifications”, by following Your smart device settings/manufacturer’s instructions.

## 3.7 90 Day StoreCash

For each twelve month period commencing on the Commencement Date and each anniversary of that Commencement Date, \$20 in 90 Day StoreCash (“Gold Service Extras 90 Day StoreCash”) will be sent to Your Digital Wallet three times during each such twelve month period until Your The Good Guys Gold Service Extras membership expires. For customers who hold multiple The Good Guys Gold Service Extras memberships, the total aggregate of Gold Service Extras 90 Day StoreCash and Gold Service Extras Store Credits issued to any customer in any twelve month period from date of purchase will not exceed \$180 (regardless of how many The Good Guys Gold Service Extras memberships or Prior Gold Service Extras Memberships they hold). No additional Gold Service Extras 90 Day StoreCash will be issued for members holding 4 or more separate The Good Guys Gold Service Extras memberships. Gold Service Extras 90 Day StoreCash is issued per customer. Providing multiple mobile numbers and / or email addresses will not be accepted.

By purchasing a The Good Guys Gold Service Extras membership You agree to receive Gold Service Extras Member Communications. You can elect at any time to stop receiving Gold Service Extras Member Communications by following the instructions on how to unsubscribe in section 8.2. If you are subscribed to receive SMS Gold Service Extras Member Communications, We will send you 90 Day Store Cash Notifications. If You choose to opt out of receiving SMS Gold Service Extras Member Communications, You will no longer receive 90 Day StoreCash Notifications. You may opt in to receiving SMS Gold Service Extras Member Communications again at any time at <https://www.thegoodguys.com.au/contact-gold-service-extras-team>.

As a Gold Service Extras member, You may also have other opportunities to earn or receive 90 Day StoreCash.

Gold Service Extras 90 Day StoreCash and any other 90 Day StoreCash issued

in connection with The Good Guys Gold Service Extras are subject to the terms and conditions available at (<https://www.thegoodguys.com.au/storecash/storecash-terms-and-conditions>), which are incorporated into these Terms and Conditions. Please read these terms and conditions carefully as they contain important information about 90 Day StoreCash (including Gold Service Extras 90 Day StoreCash) including:

- (a) the 90 day expiry period;
- (b) how to use 90 Day StoreCash;
- (c) circumstances in which You cannot use 90 Day StoreCash (including excluded products); and
- (d) the significance of subscribing to, or unsubscribing from Gold Service Extras Member Communications (importantly, You must remain subscribed to Gold Service Extras Member Communications via SMS in order to receive 90 Day StoreCash Notifications).

Any 90 Day StoreCash (other than Gold Service Extras 90 Day StoreCash and 90 Day StoreCash issued in connection with a Repair/Replacement Claim) issued in connection with Your The Good Guys Gold Service Extras membership may also be subject to additional terms and conditions which We notify You of from time to time.

### **3.8 Prior Gold Service Extras Memberships**

If You have any Prior Gold Service Extras Memberships, then by activating Your Digital Wallet, You agree that any remaining entitlements of Yours under those The Good Guys Gold Service Extras memberships to receive Gold Service Extras Store Credits may be satisfied by providing You with Gold Service Extras 90 Day StoreCash instead.

### **3.9 Further information**

Further information on The Good Guys Gold Services Extras, information on current offers and answers to frequently asked questions can be found at [www.thegoodguys.com.au/contact-gold-service-extras-team](http://www.thegoodguys.com.au/contact-gold-service-extras-team).

## **4. REPAIR/REPLACEMENT CLAIMS**

### **4.1 Mechanical or Electrical Failure caused by wear and tear**

If, during the term of You're the Good Guys Gold Service Extras membership, Your Enrolled Product suffers Mechanical or Electrical Failure due to wear and tear arising from normal use of the Product, then We will repair or replace Your Enrolled Product in accordance with, and subject to, these Terms and Conditions. Mechanical or Electrical Failure is caused by wear and tear if it occurs as a result of normal wear or aging and is not the result of any external influence such as physical impact or water damage.

### **4.2 Once You have lodged Your Repair/Replacement Claim**

Within 1 Business Day of the date on which You lodge Your Repair/Replacement Claim, the Member Support Team will provide You with instructions on the next steps in relation to Your Repair/Replacement Claim.

You agree to participate in any troubleshooting process (via phone or online video call) that the Member Support Team reasonably request You undertake in relation to Your Enrolled Product for the purposes of resolving any issues You are

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experiencing with Your Enrolled Product. For the avoidance of doubt, any such troubleshooting process shall not constitute an inspection by Us of Your Enrolled Product for the purposes of section 4.7 ('Repair period guarantee').

## **4.3 Simple replacement (Enrolled Products with an Original Purchase Price of \$500 or less)**

If the Original Purchase Price for Your Enrolled Product is \$500 or less and We have confirmed that it has suffered a Mechanical or Electrical Failure, Your Enrolled Product will be replaced so You don't have to wait for it to be repaired.

### **How simple replacement works:**

If Your Enrolled Product is a Small Appliance:

- (a) the Member Support Team will provide You with a claim number to take to The Good Guys store of Your choosing with Your Enrolled Product and any accessories that came with Your Enrolled Product;
- (b) Our team will assess Your Enrolled Product in-store to verify that it has suffered a Mechanical or Electrical Failure and You may be required to participate in troubleshooting on Your Enrolled Product;
- (c) upon verification that Your Enrolled Product has suffered a Mechanical or Electrical Failure, an Equivalent Replacement Product will be issued as per section 4.6 ('Replacement terms') in these Terms and Conditions.

If Your Enrolled Product is a Large Appliance:

- (a) the Member Support Team will arrange for an authorised agent to complete an in home assessment of Your Enrolled Product to verify that it has suffered a Mechanical or Electrical Failure. The authorised agent will contact You to confirm an appointment time that is convenient for You to be present at home. You may be required to participate in troubleshooting on Your Enrolled Product;
- (b) once We have confirmed that Your Enrolled Product has suffered a Mechanical or Electrical Failure, the Member Support Team will provide You with a claim number to take to The Good Guys store of Your choice, where an Equivalent Replacement Product will be issued in accordance with section 4.6 ('Replacement terms') in these Terms and Conditions.

In some circumstances, You may prefer to have Your Enrolled Product repaired rather than replaced. If You make such a request, We may offer You this option at Our discretion.

## **4.4 Repair or replacement (Enrolled Products with an Original Purchase Price greater than \$500)**

If the Original Purchase Price of Your Enrolled Product is more than \$500, then:

- (a) if Your Enrolled Product is a Large Appliance, the Member Support Team will arrange for an authorised agent to complete an in home assessment of Your Enrolled Product to verify that it has suffered a Mechanical or Electrical Failure. The authorised agent will contact You to confirm an appointment time that is convenient for You to be present at home. You may be required to participate in troubleshooting on Your Enrolled Product;
- (b) if Your Enrolled Product is a Small Appliance, the Member Support Team will contact You and will ask You to take Your Enrolled Product to a The Good Guys store close to Your home or send Your Enrolled Product to an authorised

repairer so We can ensure the appropriate assessment. Please let Us know if You are unable to take Your Enrolled Product to a store close to Your home or to an authorised repairer and The Member Support Team will work with You to make reasonable, alternative arrangements.

Once We have confirmed that Your Enrolled Product has suffered a Mechanical or Electrical Failure, We will either:

- (a) have Our approved repairer repair Your Enrolled Product to normal working order in accordance with section 4.5 ('Repair Terms') of these Terms and Conditions; or
- (b) if We decide the Enrolled Product is unable to be repaired to normal working order or it is uneconomical to do so, replace Your Enrolled Product in accordance with section 4.6 ('Replacement Terms') of these Terms and Conditions.

#### **4.5 Repair terms**

Your Enrolled Product needs to be in Australia in order to be repaired.

Repairs and/or costs associated with repairs to Your Enrolled Product will be at no cost to You provided they are not subject to an exclusion in these Terms and Conditions.

We will repair Your Enrolled Product or relevant parts with the same or equivalent parts. We may replace Your Product with a refurbished Equivalent Replacement Product, rather than repairing it and the replacement of Your Enrolled Product with a refurbished Equivalent Replacement Product will be deemed a repair for the purposes of these Terms and Conditions. Refurbished parts may also be used to repair Your Enrolled Product.

Please also see sections 4.7, 4.8, 4.9, 4.10 and 4.11 of these Terms and Conditions in relation to repairs.

#### **4.6 Replacement terms**

Your Enrolled Product needs to be in Australia in order to be replaced.

We will determine what is an Equivalent Replacement Product. Where practicable, We will provide You with up to 3 Equivalent Replacement Product options to choose from prior to processing Your Replacement Claim.

If We delivered Your Enrolled Product to You when You purchased it and You elect to receive one of the Equivalent Replacement Product options offered to You, then We will deliver (at Our own cost) Your chosen Equivalent Replacement Product to Your home (and if Your faulty Enrolled Product is still in Your possession, remove it from Your home at no charge to You).

Additionally, if The Good Guys Home Services installed Your Enrolled Product when You purchased it and You elect to receive one of the Equivalent Replacement Product options offered to You, then We will (at Our own cost) ensure that The Good Guys Home Services installs Your chosen Equivalent Replacement Product at Your home (and if Your faulty Enrolled Product is still in Your possession, remove it from Your home at no charge to You).

Please note the following if Your Enrolled Product is to be replaced:

- (a) If none of the Equivalent Replacement Product options offered are acceptable to You, You may request an alternative replacement product with similar

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specifications from Us. If You do so, We may at Our discretion allow You to select an alternative product with similar specifications valued at no more than the Original Purchase Price of Your Enrolled Product.

- (b) If the Equivalent Replacement Product chosen by You has a price which is lower than the Original Purchase Price of Your Enrolled Product, or You elect to receive a product that is not an Equivalent Replacement Product and that product has a lower price than the Original Purchase Price of Your Enrolled Product, You will not be entitled to a refund of the difference between the Original Purchase Price of Your Enrolled Product and the value of Your chosen Equivalent Replacement Product or other selected product, unless We determine otherwise.
- (c) If We offer You an Equivalent Replacement Product but You instead elect to receive a product that is not an Equivalent Replacement Product ("Non-Equivalent Replacement Product") and that Non-Equivalent Replacement Product has a price which is higher than the Equivalent Replacement Product(s) offered to You, You will be required to pay the difference in price between the Non-Equivalent Replacement Product and the Equivalent Replacement Product (with the highest price) offered to You.
- (d) If We reasonably believe that We cannot provide You with an Equivalent Replacement Product, We will provide You with a Store Credit to the value of the Original Purchase Price of Your Enrolled Product in lieu of an Equivalent Replacement Product. Any such Store Credits provided to You in lieu of an Equivalent Replacement Product are subject to the terms and conditions available at [www.thegoodguys.com.au/store-credit](http://www.thegoodguys.com.au/store-credit). In particular, please note that Store Credits cannot be used to purchase certain products, including stored value/gift cards, digital products and products which The Good Guys sells as agent for the relevant manufacturer or supplier.

Whether Your The Good Guys Gold Services Extras will continue to apply after Your Enrolled Product is replaced will depend on the circumstances in which Your Enrolled Product is replaced:

- (a) If Your Repair/Replacement Claim is made within the Replacement Product Transfer Period and You wish to add The Good Guys Gold Service Extras to (as the case may be) Your chosen Equivalent Replacement Product, Your chosen Non-Equivalent Replacement Product or the replacement product You purchased with a Store Credit provided to You in lieu of an Equivalent Replacement Product ("Chosen Replacement Option"), then We may offer You a credit up to the original price paid by You for Your The Good Guys Gold Service Extras membership, that You can put towards a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option.
  - (i) if You choose to take up Our offer to apply this credit towards the cost of a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option, Your existing The Good Guys Gold Services Extras membership will cease, and any remaining entitlements under that The Good Guys Gold Service Extras membership will be forfeited.
  - (ii) if You choose not to take up Our offer of a credit to purchase a new The Good Guys Gold Service Extras membership to cover Your Chosen Replacement Option, only Your remaining entitlements and benefits

referred to in section 3.7 ('90 Day StoreCash') and section 6 ('Other Gold Service Extras member benefits') of these Terms and Conditions under Your The Good Guys Gold Service Extras membership will continue for the remainder of the term of Your The Good Guys Gold Service Extras membership. You will not be able to make a Repair/Replacement Claim under Your The Good Guys Gold Service Extras membership in relation to Your Chosen Replacement Option.

- (b) If Your Repair/Replacement Claim is made after the expiry of the Replacement Product Transfer Period, You will not be able to make a Repair/Replacement Claim under Your The Good Guys Gold Service Extras membership in relation to Your Chosen Replacement Option. Your remaining The Good Guys Gold Service Extras membership entitlements and benefits referred to in section 3.7 ('90 Day StoreCash') and section 6 ('Other Gold Service Extras member benefits') of these Terms and Conditions, including Gold Service Extras 90 Day StoreCash and access to Gold Service Extras Rewards, will continue for the remainder of the term of Your The Good Guys Gold Service Extras membership.

Where We have replaced Your Enrolled Product with Your Chosen Replacement Option, Your Enrolled Product will become Our property. You may dispose of the Enrolled Product if We agree in writing prior to You disposing of it.

If Your Enrolled Product suffers a Mechanical or Electrical Failure which only relates to an attachment or accessory, the attachment/accessory may be replaced (subject to the exclusions in section 3.3 ('Eligible products'), section 5.1 ('Excluded faults'), section 5.2 ('Excluded repairs') and section 5.3 ('Excluded costs, loss and damages') of these Terms and Conditions), rather than Us replacing Your Enrolled Product.

If We replace Your Enrolled Product with Your Chosen Replacement Option then You must arrange the collection of or take delivery of Your Chosen Replacement Option and finalise Your claim within 90 days of Us agreeing to the replacement. If You have not done so within this 90 day period, You will be required to raise a new replacement request for Your Enrolled Product. We will assess this new replacement request at that time, independently from Your previous replacement product request.

#### **4.7 Repair period guarantee**

If You are entitled to a repair under these Terms and Conditions and Your Enrolled Product is not repaired to normal working order within 20 Business Days from:

- (a) If Your Enrolled Product is a Large Appliance, the date We first inspect it; or
- (b) If Your Enrolled Product is a Small Appliance, the date We receive Your Enrolled Product from You,

We will, upon Your request, replace Your Enrolled Product in accordance with section 4.6 ('Replacement terms') of these Terms and Conditions. If You would prefer to proceed with the repair after the expiry of this 20 Business Day period, You can request this, and We will in addition provide You with a \$100 90 Day StoreCash.

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## **4.8 No Lemon Guarantee**

If Your Enrolled Product requires more than 2 separate and distinct repairs as a result of Mechanical or Electrical Failure during the term of Your The Good Guys Gold Service Extras membership, We will replace Your Enrolled Product in accordance with section 4.6 ('Replacement terms') of these Terms and Conditions.

## **4.9 In-home Repair for Large Appliances**

In most cases, repairs for Enrolled Products which are Large Appliances will be undertaken in Your home if those repairs can be carried out effectively and safely. All Large Appliances are required to be in a serviceable position and We may need to coordinate this prior to Our approved repairer arriving at Your home. If repairs are required to be undertaken at an approved repairer's premises, We will bear all costs to remove, re-install and transport Your Enrolled Product to and from those premises. In these instances, section 4.7 ('Repair period guarantee') of these Terms and Conditions will continue to apply.

## **4.10 Free shipping**

If Your Enrolled Product requires repair and We request Your Enrolled Product be sent to Our repairer, We will arrange shipping and pay for the cost to send Your Enrolled Product from Your home within Australia, excluding any barge or ferry costs, to Our approved repairer and from Our approved repairer back to Your home.

## **4.11 Essential Appliance delayed repair 90 Day StoreCash**

Where Your Enrolled Product is an Essential Appliance, We have confirmed that it has suffered a Mechanical or Electrical Failure and Your Enrolled Product is to be repaired, if it has not been, or is unlikely to be, repaired within ten Business Days from the date We assess it, We will, at Your request, provide You with a \$100 90 Day StoreCash. In addition to repairing Your Enrolled Product in accordance with these Terms and Conditions. Your entitlement to the \$100 90 Day StoreCash is subject to You being available for any appointment reasonably proposed by Our repair agent.

## **4.12 Food spoilage reimbursement**

If Your Enrolled Product is a fridge or freezer and We have confirmed that it has suffered a Mechanical or Electrical Failure, You may notify the Member Support Team and We will, at Your request, provide a \$100 Payment Card for food spoilage. No receipts are required. This reimbursement is available in addition to the \$100 90 Day StoreCash to which You may be entitled under section 4.11 ('Essential Appliance delayed repair 90 Day StoreCash') of these Terms and Conditions.

## **4.13 Laundry costs reimbursement**

If Your Enrolled Product is a washing machine, We have confirmed that it has suffered a Mechanical or Electrical Failure and You have incurred laundry costs during the period Your Enrolled Product is not in working order, You may notify the Member Support Team and We will, at Your request, provide a \$100 Payment Card to reimburse You for laundry costs incurred. No receipts are required. This

reimbursement is available in addition to the \$100 90 Day StoreCash to which You may be entitled under section 4.11 ('Essential Appliance delayed repair 90 Day StoreCash') of these Terms and Conditions.

## **5. PRODUCT AND SERVICE EXCLUSIONS**

### **5.1 Excluded faults**

The Good Guys Gold Service Extras does not cover:

- (a) a fault or deficiency in operation, quality or appearance in the Enrolled Product brought to Your attention before You purchased the Enrolled Product; or
- (b) faults caused by:
  - (i) negligence, accidental damage, accidental or deliberate misuse or unauthorised alterations;
  - (ii) failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
  - (iii) external sources, including electrical interference, power surges or voltage fluctuations;
  - (iv) infestations of vermin, pests or insects;
  - (v) acts of God or man-made catastrophes;
  - (vi) water damage, rust or corrosion; and
  - (vii) firmware upgrades and computer viruses.

### **5.2 Excluded repairs**

The Good Guys Gold Service Extras does not cover repairs to:

- (a) fix cosmetic damage, such as paint or finishing, dents or scratches, which do not affect the operation of the Enrolled Product;
  - (b) accessories used in or with the Enrolled Product (save as otherwise expressly provided in these Terms and Conditions);
  - (c) cartridges, tapes, software, or add-on options incorporated in the Enrolled Product; or
  - (d) data or removable data mediums caused by the Mechanical or Electrical Failure of the Enrolled Product,
- or the replacement of any such items.

### **5.3 Excluded costs, loss or damage**

The following costs, loss or damage are excluded from and not covered by The Good Guys Gold Service Extras:

- (a) cost of replacement of any item or accessory, either external or internal, that is intended to be replaceable including shelves, fuses, rechargeable batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers (save as otherwise expressly provided in these Terms and Conditions);
- (b) loss, damage or costs incurred as a result of:
  - (i) damage to or loss of software, data or removable data media caused by the Mechanical or Electrical Failure of the Enrolled Product;

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- (ii) damage from batteries or other consumables, internal or external to the Enrolled Product;
  - (iii) using the Enrolled Product for purposes other than those described in paragraph (c) of section 3.3 ('Eligible Products') of these Terms and Conditions;
  - (iv) any use of Your Enrolled Product contrary to the manufacturer's instructions or any failure to maintain Your Enrolled Product in accordance with the manufacturer's instructions;
  - (v) transportation, installation or removal of the Enrolled Product except as otherwise expressly provided in these Terms and Conditions;
  - (vi) loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
  - (vii) normal maintenance costs, cleaning, servicing, re-gassing lubrication or external adjustments;
  - (viii) any Mechanical or Electrical Failure of Your Enrolled Product if it is recalled by the manufacturer, importer or a government agency;
  - (ix) any claim against You by any third party including for personal injury or damage to property; or
  - (x) any claim by You for personal injury or damage to property;
- (c) costs incurred for the delivery and installation of a replacement product for Your Enrolled Product or extraction and disposal of an existing Enrolled Product in Your possession, except as otherwise expressly provided in these Terms and Conditions;
- (d) If the Enrolled Product is a television:
- (i) costs of replacing stands or wall brackets unless specifically covered by a separate agreement;
  - (ii) damage to screens, stands or wall brackets that are caused by faulty or incorrectly installed stands or wall brackets;
  - (iii) screen defects resulting from 'after image' or 'burn in'; and
  - (iv) faults where the Product is operating within the normal range of the manufacturer's performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise.

Please note that, despite any exclusions in these Terms and Conditions, You may still have statutory rights (including, without limitation, under the Australian Consumer Law, in certain circumstances).

## 6. OTHER GOLD SERVICE EXTRAS MEMBER BENEFITS

### 6.1 Gold Service Extras 30-Day Price Guarantee

To be eligible for a Gold Service Extras 30-Day Price Guarantee claim, You must have purchased Your Enrolled Product with The Good Guys Gold Service Extras, found a lower price at The Good Guys or an approved competitor (see below) and lodged a claim online (at [www.thegoodguys.com.au](http://www.thegoodguys.com.au)) within 30 calendar days of Your purchase date. Gold Service Extras 30-Day Price Guarantee claims cannot be made in store.

Evidence of the lower advertised online price must be provided at the time the claim is made. Payment for the Enrolled Product must have been paid in full and the Enrolled Product taken or delivered (if applicable). We will verify that any competitor price is current and that the item is available for immediate sale and delivery. The lower advertised price must be for the same brand and model as Your Enrolled Product, and be covered by a warranty issued by the manufacturer which is applicable in Australia. The price must be in Australian dollars and include all fees and taxes.

Claims under the Gold Service Extras 30-Day Price Guarantee are limited to individual shoppers. Claims by corporate or business customers are not permitted. There is a limit of one claim per Enrolled Product. Once a claim under the Gold Service Extras 30 Day Price Guarantee in respect of an Enrolled Product claim is lodged, no future claims can be made in respect of that Enrolled Product.

Gold Service Extras 30 Day Price Guarantee claims can only be made in respect of prices advertised on The Good Guys website or on the websites of the following retailers (Appliances Online, Big W, Bing Lee, David Jones, Harvey Norman, JB Hi-Fi, Myer, Retravision, Target, and Officeworks).

Gold Service Extras 30 Day Price Guarantee claims are not available for:

- (a) advertising errors or misprints;
- (b) negotiated prices;
- (c) promotions redeemed via code/coupon, finance offers, cash backs, bonus offers;
- (d) limited or minimum quantity offers;
- (e) clearance products;
- (f) products sold on marketplace websites; or
- (g) products sold pursuant to an agency arrangement.

Eligible claims will receive 120% of the purchase price difference back as a Store Credit, as determined by Us. Claims may be rounded up to the nearest dollar at the discretion of The Good Guys. A valid email address and mobile number must be supplied on the on-line claim form. You understand and agree that Store Credits provided to You pursuant to this section 6.1, will not contain an unsubscribe facility.

## **6.2 Gold Service Extras Rewards**

When You purchase a The Good Guys Gold Service Extras membership, You will be entitled to access additional Gold Service Extras Rewards made available by The Good Guys from time to time which You can redeem on a range of products, offers and discounts. For the avoidance of doubt, Gold Service Extras Rewards do not include Gold Service Extras 90 Day StoreCash.

To be eligible to access Gold Service Extras Rewards You must provide a valid email address and a valid mobile number to The Good Guys when You add The Good Guys Gold Service Extras to the purchase of Your Enrolled Product and remain "opted-in" to receive Gold Service Extras Member Communications. You can elect at any time to stop receiving Gold Service Extras Member Communications by following the instructions on how to unsubscribe in section 8.2. Your entitlement to access Gold Service Extras Rewards will be suspended

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for any period during which You elect not to receive Gold Service Extras Member Communications or if you do not notify Us of any updated email address or mobile number.

Gold Service Extras Rewards may come in the form of member benefits, including exclusive member offers, opportunities to earn 90 Day StoreCash, invitations to member only events, discounts and rewards from partner brands and giveaways, on such terms and conditions as The Good Guys determines in its absolute discretion.

Gold Service Extras Rewards can only be claimed by You, as the person registered as The Good Guys Gold Services Extras member. Further information about specific Gold Service Extras Rewards can be found on Our The Good Guys Gold Service Extras membership pages at [www.thegoodguys.com.au](http://www.thegoodguys.com.au).

## 7. TRANSFER AND CANCELLATION

### 7.1. Transfer

You can transfer Your The Good Guys Gold Service Extras membership to a new owner of the Enrolled Product at no cost to You. To arrange a transfer, please call the Member Support Team. The transfer of Your The Good Guys Gold Service Extras membership will only transfer the entitlement to Repair/Replacement claims in accordance with sections 4 and 5. All other benefits and entitlements such as Gold Service Extras Rewards benefits, 30 Day Price Guarantee claims and Your entitlement to receive Gold Service Extras 90 Day StoreCash remains with You, as the original purchaser of the Enrolled Product.

### 7.2 Cancellation of this The Good Guys Gold Service Extras by You

You can, within 30 days of the Commencement Date, return to any The Good Guys store and request cancellation of Your The Good Guys Gold Service Extras membership and receive a full refund of the price You paid for Your The Good Guys Gold Service Extras membership, if You have not previously made a Repair/Replacement Claim or utilised any of Your The Good Guys Gold Service Extras benefits or entitlements referred to in section 3.7 ('90 Day StoreCash') or section 6 ('Other Gold Service Extras member benefits') of these Terms and Conditions.

You may also cancel Your The Good Guys Gold Service Extras membership and receive a credit for the price paid for Your The Good Guys Gold Service Extras membership in accordance with section 4.6 ('Replacement terms') of these Terms and Conditions. Additionally, You may cancel Your The Good Guys Gold Service Extras membership in accordance with section 1.4 ('Modifications to Terms and Conditions') of these Terms and Conditions and receive a pro rata refund of the price You paid for Your The Good Guys Gold Service Extras membership.

Subject to Your rights under law, including the Australian Consumer Law, if You otherwise cancel Your The Good Guys Gold Service Extras membership, You will not be entitled to a refund of the price You paid for Your The Good Guys Gold Service Extras membership.

### 7.3 Cancellation of Your The Good Guys Gold Service Extras membership by Us

We have the right to cancel Your The Good Guys Gold Service Extras membership if You commit a material breach of any of these Terms and Conditions

or You have acted fraudulently or given any false information to Us when seeking service or otherwise in relation to Your The Good Guys Gold Service Extras membership. We will provide You with reasonable notice of the cancellation. If we cancel Your the Good Guys Gold Service Extras pursuant to this clause, we will, acting reasonably, consider whether to give You a pro rata refund (reflecting the unexpired term of Your The Good Guys Gold Service Extras membership after such cancellation).

## **8. OTHER INFORMATION**

### **8.1 Marketing**

You agree to receive Gold Service Extras Member Communications when You purchase a The Good Guys Gold Service Extras membership and in other circumstances set out in these Terms and Conditions.

You must remain subscribed to Gold Service Extras Member Communications in order to receive certain notifications, offers and rewards made available as part of Gold Service Extras Rewards, Gold Service Extras Store Credit, Store Credits relating to Gold Service Extras 30 Day Price Guarantee claims and 90 Day StoreCash Notifications.

### **8.2 Unsubscribe facilities**

You can unsubscribe from Gold Service Extras Member Communications, or edit Your communication preferences, at any time by:

- (a) visiting <https://www.thegoodguys.com.au/help-centre/email-sms-preferences>;
- (b) selecting the "unsubscribe" option in the relevant communication You receive from Us (for example, clicking on the unsubscribe link in the email or SMS You receive, or texting the stated response word e.g. "STOP" or "UNSUB" or "REMOVE" to the mobile number in the SMS You receive);
- (c) following the instructions in the "Details" section of the Digital Wallet; or
- (d) sending a written request to The Privacy Officer, The Good Guys Discount Warehouses (Australia) Pty Ltd by email to [privacy@thegoodguys.com.au](mailto:privacy@thegoodguys.com.au).

It is important to note, and You acknowledge and agree, that selecting the unsubscribe option in the relevant Gold Service Extras Member Communication (as per 8.2(b)) above will only unsubscribe You from that particular type of communication (for example, selecting the unsubscribe option in an email will only unsubscribe You from emails, and selecting the unsubscribe option in an SMS will only unsubscribe You from SMS). You will also not be unsubscribed from any communications from The Good Guys commercial division, if you have previously agreed to receive these.

Note that:

- (a) when you first purchase a The Good Guys Gold Service Extras membership, we will send you a welcome SMS, and you understand and agree that this SMS will not contain an unsubscribe facility;
- (b) unsubscribing from Gold Service Extras Member Communications will not uninstall Your Digital Wallet from your smart device. To do this, please follow Your smart device settings/manufacturer's instructions;
- (c) if You unsubscribe from Gold Service Extras Member Communications, You

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will still continue to receive 90 Day StoreCash payments, which will be accessible to You, provided You have activated Your Digital Wallet (although, You will no longer receive 90 Day StoreCash Notifications because You have opted out of communications); and

- (d) some email service providers such as Google and Yahoo! may have their own functions that may unsubscribe You from Gold Service Extras Member Communications. These functions may include unsubscribe buttons/options, marking emails as spam, automatic deletion/replies and/or “bouncing/blocking emails” where Your inbox is considered full or invalid. Please note that if You use such functions, You may be unsubscribed from all email communications from The Good Guys, including Gold Service Extras Member Communications sent to You via email, with the consequences set out in these Terms and Conditions.

## 8.3 Privacy

The Good Guys has engaged various Third Party Service Providers to assist in the performance and management of its obligations under The Good Guys Gold Service Extras and for this purpose You consent to The Good Guys providing those Third Party Service Providers with Your contact details and information about Your Enrolled Product.

You consent to the collection, use and disclosure of Your personal information (including Your contact details) as set out in The Good Guys Privacy Policy (as updated from time to time) which can be accessed at [www.thegoodguys.com.au](http://www.thegoodguys.com.au).

The Good Guys may use and disclose information about You to any third party it appoints to administer The Good Guys Gold Service Extras, its repairers and its other Third Party Service Providers (including to any person situated outside Australia) including for the purposes of:

- (a) Providing service and benefits in relation to Your The Good Guys Gold Service Extras;
- (b) Repairing or replacing the Enrolled Product within Your The Good Guys Gold Service Extras period;
- (c) Advertising, marketing and offering other products and services to You.

You consent to The Good Guys and its Third Party Service Providers contacting You, including by sending emails, SMS, “push notifications”, mail or telephone, for the purposes set out in this section 8.3 (‘Privacy’).

## 8.4 Refusal of Claims

We may refuse a service or benefit under The Good Guys Gold Service Extras if, in Our reasonable opinion, You make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with a service request. We may also refuse a service or benefit where an exclusion applies, if You do not comply with a material term of these Terms and Conditions, or in accordance with Our rights as set out in section 7.3 (‘Cancellation of this The Good Guys Gold Service Extras by Us’) or section 8.5 (‘Force Majeure’) of these Terms and Conditions.

## 8.5 Force Majeure

If We cannot meet an obligation or are otherwise prevented from performing any obligation under these Terms and Conditions because of any Force Majeure Event, then:

- (a) the obligation is suspended to the extent it is affected by the Force Majeure Event for so long as the Force Majeure Event continues; and
- (b) We will use reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event as soon as practicable.

## 8.6 Law and Jurisdiction

These Terms and Conditions are governed by the laws of the State or Territory in Australia where Your Enrolled Product was purchased.

## 8.7 Notices

Any notice We give You will be in writing and will be effective:

- (a) if delivered in person, at the time of delivery to You;
- (b) if posted, on the date we post the notice; or
- (c) if delivered by email, at the time the sender receives a delivery confirmation which records the time that the email was delivered.

Note that we will deliver notices to Your address and email address last known to Us. It is important that You notify Us of any change to Your address or email address as soon as possible.

## 8.8 Disputes

In case of a dispute with The Good Guys about Your The Good Guys Gold Service Extras membership or any services provided to You in connection with Your Gold Services Extras membership, You are entitled to ask for a review of a decision or benefit paid to You by emailing the details of Your claim to [goldserviceescalations@thegoodguys.com.au](mailto:goldserviceescalations@thegoodguys.com.au)

In every case received by email, an assessment will be provided to You within 15 Business Days of the date of Your email request.

# GOLD SERVICE EXTRAS

**Gold Service Extras members have access to a fantastic range of Extras.**

Gold Service Extras Members receive exclusive offers, including opportunities to earn bonus 90 Day StoreCash<sup>></sup> and access to discounted gift cards from a range of retailers.

Ensure you take advantage of everything your Gold Service Extras Membership has to offer. Register your email and mobile today!

To activate your Digital Wallet now, you can scan the QR code below, or follow the link in your welcome email.

## What you need to do to access your benefits:



Register your  
email address



Register your  
mobile number



**Activate your  
90 Day StoreCash<sup>></sup>  
Digital Wallet**

<sup>></sup>See page 2 for important information about 90 Day StoreCash.

**THE GOOD GUYS<sup>®</sup>**

**For assistance you can contact the Member Support Team:  
[thegoodguys.com.au/contact-gold-service-extras-team](https://thegoodguys.com.au/contact-gold-service-extras-team)**

**Prefer to call?**

**Members can call 1300 765 988**

*Mon-Fri 9am-6pm and Sat 9am-5pm, excluding Nat Public Holidays AET.*