INTRODUCTION

Thank You for purchasing Extended Care. These terms and conditions apply to a product purchased from Kogan Australia Pty Ltd which has the benefit of Extended Care.

This Extended Care Plan is an extra benefit and does not affect your legal rights. 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The Extended Care and product support set out in these Terms and Conditions are provided by Kogan Australia Pty Ltd irrespective of:

1. the identity of the manufacturer of the product; and
2. whether or not the manufacturer has provided its own warranties or product support in relation to the product.

We hope your product will operate trouble free, however, should it fail during the Plan period please follow the procedure detailed in this document.

This Extended Care Plan is not an insurance policy, nor are We insurers. The plan is a guarantee and service product supplied by Us in respect of products We sell.

We have entered into a separate administration agreement with Connectivity Pty Ltd ABN 30 878 051 559, Unit 10,21-25 Panamax drive Ravenhall 3023 (the “Administrator”) to administer claims under the Extended Care Plans We issue. We have also arranged a separate insurance policy through a Syndicate Underwriter at Lloyd’s of London covering our financial exposure under the Extended Care Plans We issue.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this document in bold.

Administrator means Connectivity Pty Ltd
Breakdown means the mechanical or electrical failure of the product’s normal functions.
Claim means a request made by you under the Extended Care for the repair or replacement of the product as a result of breakdown or mishap.
Extended Care means this document and the Extended Care application containing your details and the details of the product.
Home means the property, detailed on Your Extended Care application.
IMEI means The International Mobile Equipment Identifier which is a unique identifier to a mobile phone.
Mishap means a sudden unintentional act (such as for example, unintentionally dropping or spilling liquid on the product) resulting in breakdown of the product.
Period means the duration of cover as explained in the section ‘Duration of Your Cover’.
Product means the item purchased by you from Kogan Australia Pty Ltd as noted on your Extended Care application.
Service fee means the amount payable by you for a mishap claim
We / Us / Our means Kogan Australia Pty Ltd
You / Your means the person named on the Extended Care application.

This document version applies to purchases between 01/March/2019 and 31/May/2019
DURATION OF YOUR COVER

Where your product is replaced or where we provide a store credit or refund during the period as a result of a claim, your extended care terminates on the date the replacement product or store credit or refund is provided by us.

Extended Care has 2 elements – coverage for breakdown and for mishap.

Breakdown
The breakdown element of your Extended Care begins 12 months after the date you take delivery of the product at your home and continues until the ‘end date’, as specified in your Extended Care application (unless terminated in accordance with these terms and conditions).

Mishap
The mishap element of your Extended Care begins on the date you take delivery of the product at your home and continues until the ‘end date’ specified under the mishap section of your Extended Care application, (unless terminated in accordance with these terms and conditions).

The mishap element is for a maximum period of three (3) years.

The duration of both elements is explained in these diagrams:

CHANGING YOUR MIND

We hope you are happy with your Extended Care, however, if after reading this document it does not meet with your requirements or you have simply changed your mind, please return this document to us by recorded delivery within 30 days of the purchase date of the product. We will arrange to cancel your Extended Care and will issue a refund of the price you paid for the Extended Care.
OUR PROMISE OF SERVICE

It is the intention to provide you the best possible service but if you do have any questions or concerns about this Extended Care please contact us, our contact details are:

Address: Unit 10,21-25 Panamax drive Ravenhall 3023
Email: claims@connectivity-group.com.au
Telephone: 1300 028 004

WHAT IS COVERED

BREAKDOWN
If your product suffers a breakdown during the period, we will, subject to the terms and conditions set out within this document, repair or replace the product or offer a refund or store credit.

MISHAP COVER
If your product suffers a mishap during the period, we will, subject to the terms and conditions set within this document, agree to repair or replace the product or offer a refund or store credit.

To the full extent permitted by law our aggregate liability in respect of all claims under your Extended Care shall not exceed the original purchase price of the product.

Where a claim is made for mishap you will pay the service fee prior to us repairing or replacing your product. This is explained at the end of this document.

DATA PROTECTION
Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your Extended Care Plan may result in loss of the data. We recommend You back-up Your data. User-generated data includes, for example, files on a computer hard drive, telephone numbers stored on a mobile telephone, songs stored on a portable media player or games saved on a games console.

GOVERNING LAW
Your Extended Care is governed by and must be construed according to the law of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts in that State.

PRIVACY STATEMENT
We comply with the Privacy Act 1988 (Cth) (as amended).

We will collect, use and disclose your personal information for the primary purpose of providing cover under this Extended Care Plan to You so that we may:

• Evaluate your application for the Extended Care Plan cover
• Set the cost of providing the Extended Care Plan
• Properly administer claims for faulty products.

Disclosure for this purpose may be made to the Administrator, the manufacturer of your product or a repairer of your product (or their third-party agents or contractors).

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If you fail to provide this personal information, we will be unable to provide you with cover under this Extended Care Plan.

You are entitled to access your personal information, and may obtain a copy of our privacy policy, by emailing our claims officers at claims@connectivity-group.com.au. Our privacy policy contains information about how you may access, and (if applicable) seek correction of, personal information collected under this Extended Care Plan.

GENERAL CONDITIONS

1. Where we provide a replacement we will determine, at our discretion, the closest product within the then current range of products offered by us with which to replace the faulty or damaged product. Accordingly, the replacement product may differ from the replaced product.

2. We may replace parts with refurbished parts.

3. Where we replace a part under the Extended Care it does not extend or restart the period; the duration of the Extended Care you purchased remains the same.

4. Where we accept your claim, we reserve the right, at our discretion, to:
   a. Repair the product
   b. Provide a replacement for the product, or
   c. offer a store credit or refund of the purchase price of the product;

5. In the event that a replacement or refund is provided, the faulty product will become our property;

6. You will bear the responsibility for safely packaging your product for transport;

7. If, when your product was purchased, delivery was only provided to a specific area (such as for example the Sydney or Melbourne metro areas), we will only collect and return the product from these areas.

8. We reserve the right to nominate a repair centre.

9. You will reimburse us for any costs we have incurred if your claim is not covered by the Extended Care;

WHAT IS NOT INCLUDED

To the full extent permitted by law, the Extended Care will not apply to:

1. A claim under your Extended Care where you are unable to provide proof of purchase by means of the original purchase invoice or paid order confirmation;

2. Consumable or auxiliary items e.g. batteries, leads, remotes or any accessories or peripherals that were not part of the original product offering at the time of purchase;

3. A product installed in a commercial environment unless we specifically advised prior to purchase that the product was suitable to be used within that commercial environment;

4. Costs not authorised by us or our nominated repair centre;

5. Any fault where the product has not been installed, operated, maintained or used in accordance with the manufacturer’s instructions or guidelines provided with the product;

6. Deliberate damage, or neglect of the product;

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7. Any claim resulting from any unauthorised alterations, modifications to, or misuse of, the product, including any hardware or software;

8. Rectifying maladjustments or incorrect configuration or setting of manual controls;

9. Faults arising from the loss of, or reduction in the internet connection, or speed of connection to the product;

10. Damage caused by foreign objects or substances or the exposure to abnormally corrosive conditions or entry by any insect, vermin to the product;

11. Faults known to you before commencement of the Extended Care;

12. Any work which relates to a manufacturer recall or service update relating to the product;

13. Damage of a cosmetic nature caused by but not limited to denting, scratching, chipping, staining, rust or corrosion;

14. Routine maintenance, supplies or service of the product;

15. Faults arising from the interruption, failure, disconnection or surge in the power supply however caused or due to inadequate ventilation of the product;

16. Faults arising as a result of normal wear and tear (e.g. batteries, belts, fuses, seals);

17. Loss of or damage to information or data contained in or stored on the product;

18. Cost of delivery where a store credit or a refund of the original purchase price of the product is provided;

19. Damage to the product while in transit between the home and the nominated repair centre;

20. A claim if the factory-applied serial number has been altered or removed from the product;

21. A mishap claim where you are unable to confirm the IMEI;

22. Any incidence of defective pixels that arise for LED TVs, Monitors and Digital Photo Frames, except as determined by us to denote an LED or LCD panel fault;

23. Any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media or any part of the product, no matter how occurring;

24. Any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage whether arising as a result of a claim or otherwise;

**REPORTING A FAULT**

To report a fault under your Extended Care it is imperative that you contact us as soon as possible by telephone on:

Telephone: 1300 028 004  
Email: claims@connectivity-group.com.au

When requesting assistance under your Extended Care, you will be asked to provide:

- a. Your invoice or paid order confirmation number

- b. Details of the make and model of the product

- c. Confirmation of the date you purchased the product

- d. Details of the nature of the fault

- e. The date the fault occurred.

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Where your claim relates to mishap please have a debit or credit card available to cover the cost of the service fee. For mishap claims relating to a mobile phone we will also require the phones IMEI.

When requesting assistance under Your Extended Care you must comply with directions given in relation to:

a. Trouble shooting any issue and

b. Facilitating any repair or replacement of the product.

Subject to General Condition 7, where we authorise the repair of replacement of the product, we will organise for our authorised courier to pick up the product during business hours (between 9am and 5pm, Monday to Friday) and deliver it to the appropriate nominated repair centre, provided that the product is safely and securely packaged for safe transport. This will be at our cost.

If we deem it appropriate, we may alternatively supply a pre-paid postage label for the product to be sent via our chosen carrier to the nominated repair centre.

Alternatively, if we specifically authorise you in writing, you may take the product to the appropriate repair centre or post the product as directed by us in which case we will refund you the cost of the postage on provision of a scanned copy of the postage receipt.

Products which have been repaired under the Extended Care will be returned to you, at our cost, either by courier or post as we decide.

**MISHAP SERVICE FEE**

Where the claim under the Extended Care is for a mishap, you will be required to pay the service fee prior to the repair or replacement of the product. The amount of the service fee is based on the type of product and the original purchase price of the product as shown on your invoice or paid order confirmation and as set out below.

<table>
<thead>
<tr>
<th>PRODUCT CATEGORY</th>
<th>SERVICE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Appliances</td>
<td>5% of the original purchase price (excluding taxes) as shown on your invoice or paid order confirmation</td>
</tr>
<tr>
<td>Entertainment / Audio</td>
<td>5% of the original purchase price (excluding taxes) as shown on your invoice or paid order confirmation</td>
</tr>
<tr>
<td>Computing</td>
<td>5% of the original purchase price (excluding taxes) as shown on your invoice or paid order confirmation</td>
</tr>
<tr>
<td>Televisions</td>
<td>5% of the original purchase price (excluding taxes) as shown on your invoice or paid order confirmation</td>
</tr>
<tr>
<td>Refrigeration</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Wet Appliances</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Small Domestic Appliances</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Mobile Phones under AU $500</td>
<td>AU $100</td>
</tr>
<tr>
<td>Mobile Phones greater than or equal to $500 and less than AU $1500</td>
<td>AU $200</td>
</tr>
</tbody>
</table>

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