

**MYER**  
careplan

## MYER CARE PLAN

Congratulations on purchasing Your new product and electing to protect Your product with the Myer Care Plan. The Myer Care Plan is supplied by Myer Pty Ltd (ABN 83 004 143 239) in respect of products We sell. Certain functions under the Myer Care Plan are administered by the Cover Administrator on Our behalf.

The Myer Care Plan is a warranty and service product designed to provide You with extra peace of mind in relation to Your Covered Product. The Myer Care Plan is not an insurance policy and we are not insurers. The Myer Care Plan does not constitute or create a contract of insurance between You and us or You and the Cover Administrator, and these Terms should not be construed as a contract of insurance.

The Myer Care Plan provides cover for products that are for personal, domestic or household use only and not for commercial use.

The Myer Care Plan provides You with additional protection after the conclusion of the standard Manufacturer's Warranty for Your Covered Product. It does not apply whilst Your Covered Product is covered under the Manufacturer's Warranty.

Please ensure that You retain Your Tax Invoice and these Terms. In the event You need to make a claim under Your Myer Care Plan, You will be required to produce Your Tax Invoice.

Subject to the type of product and extended warranty option purchased, the Myer Care Plan is available for up to 5 years and commences on conclusion of the Manufacturer's Warranty. The different extended warranty options offered under Myer Care Plan are explained in these Terms.

A separate Myer Care Plan must be purchased for each product You require to be covered under a Myer Care Plan. If You have purchased more than one product in the same transaction as Your Myer Care Plan, Your Myer Care Plan will only cover the product specifically described on the Tax Invoice as being covered by the Myer Care Plan (that is, **Your Covered Product**).

## YOUR RIGHTS UNDER THE 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 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 benefits provided to You under this Myer Care Plan are in addition to and do not replace your rights under the ACL.

Your rights under the ACL commence from the date of purchase. Details about Myer's obligation to offer You a refund, repair or replacement (including under the ACL) are set out in the Myer Returns Policy.

The Myer Returns Policy can be found at [www.myer.com.au](http://www.myer.com.au) or a copy can be requested from any Myer store or via the Myer Customer Service Centre: [Myer.CSC@myer.com.au](mailto:Myer.CSC@myer.com.au) or 1800 811 611.

You may also be entitled to further benefits under the terms of any Manufacturer's Warranty that comes with Your Covered Product. The terms of any such Manufacturer's Warranty do not in any way affect or replace Your rights and remedies under the ACL, relevant consumer protection laws and regulations or the Myer Returns Policy.

In addition to the rights and remedies to which You may be entitled under the ACL, any other law that applies to the goods or services that You purchase from Myer or any additional Manufacturer's Warranty that comes with Your Covered Product, by purchasing the Myer Care Plan, You will also be entitled to the benefits set out in these Terms after the expiry of the standard Manufacturer's Warranty. Where you wish to make a claim under Myer Care Plan, the processes and cover are detailed in these Terms.



## **15-DAY FREE LOOK**

If, within the first 15 days immediately following the Original Date of Purchase of Your Covered Product, You decide for any reason that the Myer Care Plan is not suited to Your individual needs, You may cancel Your Myer Care Plan and receive a full refund as long as at the date of cancellation of Your Myer Care Plan no claims have been made under Your Myer Care Plan.

If You wish to cancel Your Myer Care Plan, please return it to the Myer store from which You purchased the Covered Product within 15 days of the Original Date of Purchase to receive a full refund of Your Myer Care Plan.

Subject to any rights that You have which cannot be excluded by law (including, without limitation, under the ACL), Your Myer Care Plan cannot be cancelled after this 15 day free look period expires.

## COVERED PRODUCTS UNDER \$500



### REPLACEMENT PLAN

Subject to the exclusions and limitations set out in these Terms, if you have purchased a Replacement Plan for Your Covered Product that had an Original Purchase Price of less than \$500 and:

- Your Covered Product suffers a Mechanical or Electrical Failure during the period of Your Myer Care Plan; and
- the standard Manufacturer's Warranty period has expired; and
- Your Covered Product that suffers a Mechanical or Electrical Failure is not a Computer, toy, mobile phone or an accessory for Your Covered Product; and
- You make a valid claim in accordance with these Terms,

You will be issued with a Myer gift card to the value of the Original Purchase Price in satisfaction of Your claim. Your Covered Product will then become Our property and the Myer Care Plan will cease immediately.

Your Tax Invoice provided at the time of purchase of a Replacement Plan will state code REP2EW, representing Your Myer Care Plan type. Your Myer Care Plan commences on the date of expiration of the original Manufacturer's Warranty for Your Covered Product. If Your Covered Product is replaced by the manufacturer for an identical product, Your Myer Care Plan cover and original warranty expiry date remains the same.

PLEASE NOTE: A Replacement Plan for Covered Products with an Original Purchase Price of less than \$500 has a maximum of 3 years cover from the Original Date of Purchase of Your Covered Product. This means that if the Manufacturer's Warranty is for a period of more than 3 years, this is not the right Myer Care Plan for You.

The maximum amount payable by Us to You under Your Myer Care Plan is the Original Purchase Price of Your Covered Product (inclusive of GST) per claim.



### REPAIR PLAN

If You have purchased a Repair Plan for Your Covered Product under \$500 then the conditions for Your Myer Care Plan are the same as for 'Covered Products over \$500' (refer below).

## COVERED PRODUCTS OVER \$500



### REPAIR PLAN

Subject to the exclusions and limitations set out in these Terms, if:

- the Original Purchase Price of Your Covered Product was over \$500; or
- Your Covered Product is a Computer; or
- Your Covered Product is covered by a Repair Plan,

and it suffers a Mechanical or Electrical Failure during the term of Your Myer Care Plan and the standard Manufacturer's Warranty for Your Covered Product has expired at the time of the Mechanical or Electrical Failure, You will be covered under Your Myer Care Plan and will be entitled to the benefits set out below.

Your Tax Invoice provided at the time of purchase will specify what Period of Cover you are entitled to under Your Myer Care Plan, by including one of the following codes:

- Code 2EW- Additional 2 years from the Manufacturer's Warranty expiration
- Code 3EW- Additional 3 years from the Manufacturer's Warranty expiration
- Code 4EW- Additional 4 years from the Manufacturer's Warranty expiration

Your Myer Care Plan commences on the date of expiration of the original Manufacturer's Warranty for Your Covered Product. If Your Covered Product is replaced by the manufacturer for an identical product, Your Myer Care Plan cover and original warranty expiry date remains the same.

**PLEASE NOTE:** A Repair Plan for Covered Products over \$500 has a maximum of up to 5 years cover from the Original Date of Purchase of Your Covered Product.

*For example, if You purchase a 4EW Myer Care Plan with a television from Us and a Manufacturer's Warranty of 2 years applies to that television, Your cover under that Myer Care Plan will commence on expiry of the 2 year Manufacturer's Warranty (**Commencement Date**) and will expire 3 years from the Commencement Date (due to the 5 year maximum cover from the Original Date of Purchase limitation), assuming that Your Myer Care Plan has not otherwise ended earlier for any reason.*



## COVER AGAINST FAIR WEAR AND TEAR

It is the nature of some products that they are subject to Fair Wear and Tear. You may claim for a Mechanical or Electrical Failure to your Covered Product that is a result of Fair Wear and Tear. Fair Wear and Tear covers items such as buttons and switches on electrical devices which have failed as a result of Fair Wear and Tear.



## PARTS & LABOUR COVER

If You have a valid claim under Your Myer Care Plan, You will be covered for the cost of parts, labour, and service call out fee/s<sup>^</sup> required for Your Covered Product to be repaired to normal working order, other than in respect of Products for which You have purchased a Replacement Plan. All assessments and repairs to Your Covered Product must be carried out by an Authorised Repair Agent.

*<sup>^</sup> Service area and weight limitations apply. Please refer to 'Freight or Delivery' below for details.*



## 'NO LEMON' GUARANTEE

If Your Covered Product is covered by a Repair Plan and has been repaired three separate times under Your Myer Care Plan and requires a further repair as a result of Mechanical or Electrical Failure, We will replace Your Covered Product in accordance with the Replacement Terms, after an assessment has been made by our Authorised Service Agent. Refer to 'Replacement Terms' for products covered under a Repair Plan for details.



## REPAIR PERIOD GUARANTEE

If Your Covered Product is covered by a Repair Plan and suffers a Mechanical or Electrical Fault, is the subject of a valid claim under Your Myer Care Plan and is to be repaired by an Authorised Repair Agent in accordance with these Terms, Our aim is to have the repair completed within the minimum time practicable. If the repair of Your Covered Product takes longer than 30 days from the date upon which the Authorised Repair Agent receives Your Covered Product from You, We will replace Your Covered Product in accordance with the Replacement Terms (**30 Day Repair Guarantee**). Refer to 'Replacement Terms' below for details.

The 30 Day Repair Guarantee commences from the date on which the Authorised Repair Agent receives Your Covered Product, and ends on the date to which the Authorised Repair Agent sends or makes Your Covered Product available to You, having completed the repair. Any period where

You are unavailable for product pickup or delivery during this period will not form part of the 30 day period for the purposes of the 30 Day Repair Guarantee.

The 30 Day Repair Guarantee will only apply to:

- repairs We authorise (or which are authorised on our behalf) and completed in Australia; and
- repairs when You cannot be provided with a loan product (as determined by Us) for use during the repair period in accordance with these Terms.

Payment to You or replacement of Your Covered Product shall constitute fulfillment of Your Myer Care Plan. Your Myer Care Plan will not transfer to the new Product. However, You may continue to have rights in relation to the replacement Product under the ACL.

## **REPAIR TERMS**

For a Covered Product that is covered by a Repair Plan, - 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. All parts used (whether new or refurbished) will have the benefit of a minimum guarantee period of 3 months from the repair date regardless of how much cover is remaining under Your Myer Care Plan at the time of the repair. Any guarantee period over the minimum 3 months must be agreed by the Authorised Repair Agent.

## **LOSS OF DATA**

The repair or assessment of Your Covered Product may result in the loss of some or all of Your stored or user-generated data. This applies where Your Covered Product is capable of retaining user-generated 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.

It is Your responsibility prior to Your Covered Product being assessed or replaced to ensure that You have made a copy of any data stored on Your Covered Product. By providing Your Covered Product for repair in accordance with these Terms, You acknowledge and agree that during the assessment or repair process data stored on Your Covered Product may be viewed by Us.

We take no responsibility for any loss of data or any other claim for damages or compensation made arising from the assessment, repair or replacement of Your Covered Product, unless such liability cannot be excluded by law.

## REPLACEMENT TERMS FOR PRODUCTS COVERED UNDER A REPAIR PLAN

If you have a Repair Plan, in the event of a Mechanical or Electrical Failure to Your Covered Product, at our sole discretion we may replace Your Covered Product with a replacement product with equivalent features and specifications if we decide that Your Covered Product is:

- unable to be repaired; or
- not economical to repair; or
- the repair costs exceed the Original Purchase Price of Your Covered Product

These replacement terms also apply if We replace Your Covered Product as a result of the 30 Day Repair Guarantee. The conditions applicable to replacement set out below also apply if you have a Replacement Plan.

Due to changes in product technology and availability, the replacement product We supply may have a lower selling price and is not limited to the original manufacturer brand of Your original Covered Product. Replacement price differences, if any, will not be refunded.

When a replacement product is not available or You choose not to accept a replacement product offered to You, we may, at Our absolute discretion, provide You with a Myer gift card, up to the Original Purchase Price of your Covered Product in lieu of a replacement item.

The Issue of a Myer gift card for, or any payment to You for, or replacement of, Your Covered Product shall constitute fulfilment of Your Myer Care Plan. Your Covered Product will become our property and the Myer Care Plan will cease immediately and there will be no refund given for the Myer Care Plan purchased.



## LOAN PRODUCTS

If you have a Repair Plan and Your Covered Product is the subject of a valid claim under Your Myer Care Plan and the repair of Your Covered Product takes longer than 10 business days from the date upon which the Authorised Repair Agent receives Your Covered Product from You, a loan product will be made available to You upon request, for the repair period. The loan product may not be the same size, brand or have the same specifications as your Covered Product. You must maintain the loan product in good condition and You will be responsible for any damage, usage or ancillary costs (such as internet connection costs) incurred, for the loan product.

Where the loan product is a Computer or a product able to store user generated data, it is Your responsibility to ensure that You make a copy of any data You require from the loan product or delete content that You do not wish Us to access, prior to return as all data will be destroyed upon return. By accepting a loan product, You acknowledge and agree that any



data on the loan product may be viewed by Us.

If You wish to utilise a loan product please request one from the Cover Administrator when making a claim in respect of Your Covered Product.

## **WHAT IS NOT COVERED UNDER MYER CARE PLAN**

Subject to any rights and remedies available to You under the ACL or any other laws in relation to Your Covered Product, Myer Care Plan does not cover:

- Any product with no Manufacturer's Warranty or where a Manufacturer's Warranty of less than 12 months.
- Unauthorised repairs (i.e. repairs not authorised by Us and not performed by Our Authorised Repair Agents).
- Defects or design faults that are covered by the manufacturer or distributor whether or not through the process of a product recall.
- Use of Your Covered Product for commercial purposes.
- Consequential losses of any type, including (but not limited to) any loss or profits, revenue, data, goodwill or reputation.
- Damage to other goods or property.
- Costs incurred where no Mechanical or Electrical Failure is identified.
- Normal maintenance costs.
- Any exclusions outlined in the Manufacturer's Warranty.
- Installation or reinstallation of Your Covered Product.
- Additional costs in replacing Your Covered Product due to parts availability.
- Any additionally purchased accessories, not part of Your original Covered Product.
- Mechanical or Electrical Failure of Your Covered Product caused by:
  - a defect the subject of a product recall;
  - negligence, Accidental misuse, deliberate misuse or unauthorised alterations;
  - liquid penetration;
  - external sources including but not limited to electrical interferences, power surges or voltage fluctuations;
  - infestations of vermin, pests or insects;
  - Cosmetic damage, Accidental damage from any cause;
  - rust or corrosion, or
  - abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage.

- Repairs to any:
  - consumables or accessories, including (but not limited to) batteries, fuses, filters, bulbs or lamps;
  - cables or cords;
  - monitors or screens as a result of image burn;
  - speakers as a result of overloading;
  - software, data or removable data mediums caused by the Mechanical or Electrical Failure of Your Covered Product. This includes firmware upgrades and malfunctions caused by virus.
- If you have a Replacement Plan, the replacement of any additionally purchased accessories not part of the original Covered Product.

If a standalone component of Your Covered Product fails (eg a remote control) we will replace only that standalone component.

We may refuse to action or reduce a claim under Your Myer Care Plan, or reduce the benefits available to You in respect of a claim, if in Our opinion, You make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with the claim.

## COVER OUTSIDE AUSTRALIA

If Your Covered Product is of a generally portable nature, for example a camera or Computer, it is covered worldwide under the Myer Care Plan, while you are travelling and whilst Your Covered Product is in Your possession. If You wish to make a claim under Your Myer Care Plan whilst outside of Australia or New Zealand, You may be required to locate a suitable and convenient repairer to undertake the repair of Your Covered Product. You may also be required to pay for such repairs yourself, which will then be reimbursed by Us if You provide an itemised receipt for the repairs and Your claim is determined to be valid under these Terms. If You are outside of Australia and need to make a claim, please contact the Cover Administrator by emailing [lrw.cc.mgt@lumley.com.au](mailto:lrw.cc.mgt@lumley.com.au).



## TECHNICAL ASSISTANCE

Commencing on the day you purchase Your Myer Care Plan until it expires, You can access advice on technical problems in relation to Your Covered Product by calling 1800 008 104 (in Australia) (toll free from landlines only) during normal business hours (Monday to Friday 9am - 5pm EST). Please note that for a Computer, smart televisions and printers, this technical support service is limited to advice in relation to technical problems with hardware and the software supplied with Your Covered Product when purchased or installed prior to purchase by the manufacturer. Manufacturer installed software includes, but is not limited to:

- Anti-Virus software
- Operating System (e.g. Windows or Mac OS)
- Manufacturer hardware related software

We have engaged suitably qualified technicians to provide this technical support service on Our behalf. By purchasing a Myer Care Plan and accepting these Terms, You acknowledge and agree that Our technical support service obligations under Myer Care Plan will be performed by these technicians.



## TRANSFERABLE

Myer Care Plan is a valuable addition to any Product purchase. So, it is nice to know Your Covered Product is covered for the term of Your Myer Care Plan, no matter who owns it.

Subject to these Terms, if You sell or otherwise transfer Your Covered Product to a new owner, You can elect to transfer Your Myer Care Plan to the new owner. In order for Your Myer Care Plan to transfer to the new owner You must provide the Cover Administrator with written notice of the transfer of Your Myer Care Plan. All requests for transfer of a Myer Care Plan must be made by the customer whose name is shown on the Tax Invoice or any other party authorised by the owner in writing. By purchasing a Myer Care Plan and accepting these Terms, You acknowledge and agree that we may rely on any information provided to Us or the Cover Administrator on Your behalf in relation to the transfer of Your Myer Care Plan. We reserve the right to refuse any transfer of Your Myer Care Plan to a third party in Our absolute discretion.

Please call contact the Cover Administrator on 1800 855 123, and choose Option 5 Monday to Friday 8am to 6pm EST for further details on how to transfer Your Myer Care Plan.

## HOW TO MAKE A CLAIM

If You experience a fault with Your Covered Product and the Manufacturer's Warranty for Your Covered Product has not yet expired, please contact the manufacturer to remedy the fault under the terms of the Manufacturer's Warranty. Contact information for the manufacturer of Your Covered Product can usually be found in the warranty and support section in the initial warranty card provided with Your Covered Product at the time of purchase. If You cannot locate contact information for the manufacturer of Your Covered Product, please contact a Myer store for assistance.

**If the Manufacturer's Warranty for Your Covered Product has expired and You experience a Mechanical or Electrical Failure with Your Covered Product, You may lodge a claim under Your Myer Care Plan by calling the Myer Care Plan Customer Service Helpline**

**on 1800 855 123 (in Australia) or 0800 454 082 (in New Zealand), Monday to Friday 8am to 6pm (EST). You must lodge your claim with our Customer Service Helpline prior to the expiration of Your Myer Care Plan.**

We have engaged the Cover Administrator to administer claims under the Myer Care Plan on Our behalf. By purchasing a Myer Care Plan and accepting these Terms, You acknowledge and agree that Our obligations under Myer Care Plan may be performed by the Cover Administrator.

Please ensure that You have Your Tax Invoice available when making a claim. All claims must be made by the customer whose name is shown on the Tax Invoice or any other party authorised by the owner in writing.

We must authorise all repairs or replacements of Your Covered Product before they proceed, unless otherwise stated in these Terms. We will not pay You for any repairs or replacements of Your Covered Product where You have arranged for repair or replacement without lodging a claim or without Our prior consent.

Upon making a valid claim in accordance with these Terms, the Cover Administrator will inform You of the process for repair or replacement of Your Covered Product (as applicable). All expenses not expressly stated in these Terms as being covered by the Myer Care Plan, are at Your expense.

## CLAIMS HOTLINE

If Your Covered Product suffers a Mechanical or Electrical Failure, simply call our calling the Myer Care Plan Customer Service Helpline on **1800 855 123** (in Australia) or 0800 454 082 (in New Zealand). Our experienced staff are here to help Monday-Friday, 8:00am- 6:00pm EST.



## FREIGHT OR DELIVERY

If you live within 25 kilometres of one of Our designated Authorised Repair Agents and Your Covered Product is less than 7 kilograms in weight (e.g. televisions smaller than 32") You will need to take Your Covered Product to that repairer and collect the replacement or repaired item, at Your expense. If You are unable to do this please contact one of the Cover Administrator on 1800 855 123 (or 0800 385 303 in NZ) to make alternative arrangements.

If You live further than 25 kilometres from Our designated Authorised Repair Agent or Your Covered Product is greater than 7 kilograms in weight (e.g. televisions 32"and above) We will (at Our cost) arrange for the transport of Your Covered Product to and from one of Our Authorised Repair Agents. If You live in an area which is not reasonably accessible from a capital city or regional city, You must provide Us with any assistance reasonably requested by Us to facilitate such transport.

## DISPUTE RESOLUTION

If You have a concern relating to the administration of Your Myer Care Plan, You may request that it be dealt with by the supervisor or manager who is directly responsible for the administration of disputes in relation to the Myer Care Plan. If Your complaint is not resolved by the supervisor or manager, Your complaint may then be referred to Us.

To minimise the impact to You, We will ensure that a written response is provided to You within 15 business days. You may contact Us by emailing [myercsc@myer.com.au](mailto:myercsc@myer.com.au) or calling 1800 811 611.

## DEFINITIONS

**Accident or Accidental:** means a sudden, external and specific event which is unforeseen or unintended by You and which occurs at an identifiable time and place.

**ACL:** means the Australian Consumer Law.

**Authorised Repair Agent:** means a repair agent authorised by Us to undertake repairs for the purposes of Myer Care Plan.

**Computer:** means a tablet, notebook or computer.

**Cover Administrator:** means Wesfarmers General Insurance Limited ABN 24 000 036 279 (trading as Lumley Retail Warranty, GPO Box 1465, Brisbane, QLD 4001).

**Covered Product:** means the Product You purchased from Us for domestic use, which is covered by a Myer Care Plan, as specified on the Tax Invoice for that Product.

**Fair Wear and Tear:** means fair wear and tear to a Covered Product as a result of normal domestic usage in accordance with the manufacturer's recommendations and guidance.

**Gift Card:** means a store card or voucher redeemable for purchases to the face value of the card or voucher at Myer stores. Gift Card terms of use apply, see [myer.com.au/giftcards](http://myer.com.au/giftcards)

**Manufacturer's Warranty:** means any express warranty given by the manufacturer applicable to the sale of Your Covered Product for a specific period of time after the purchase of Your Covered Product and for the avoidance of doubt, does not include any consumer guarantees under the Australian Consumer Law.

**Mechanical or Electrical Failure:** means a failure of Your Covered Product arising from a mechanical or electrical fault with that Covered Product, including as a result of Fair Wear and Tear and normal deterioration. It does not include any failure arising out of or in connection with wilful acts.

**Original Date of Purchase:** means the date shown on the Tax Invoice as the date You purchased Your Covered Product.

**Original Purchase Price:** means the amount You paid for Your Covered Product as specified on the Tax Invoice (after savings and discounts).

**Repair Plan:** means a repair plan under the Myer Care Plan with plan code 2EW, 3EW or 4EW.

**Replacement Plan:** means the replacement plan under the Myer Care Plan with plan code REP2EW.

**Tax Invoice:** means the original purchase receipt or tax invoice issued by Myer in respect of Your Covered Product at the time of purchase.

**Terms:** means these terms and conditions of the Myer Care Plan.

**You, Your:** means the owner of the Covered Product, being the person named as the purchaser on the Tax Invoice or any person to whom the Covered Product has been transferred in accordance with these Terms.

**We, Us, Our:** means Myer Pty Ltd ABN 83 004 143 239 of 800 Collins Street, Docklands Vic 3008, telephone 1800 811 611.

## PRIVACY STATEMENT

By purchasing a Myer Care Plan, You will be supplying Us with personal information. Personal Information provided to Us will be dealt with by Us in accordance with the Myer Privacy Policy. This policy can be found at [www.myer.com.au](http://www.myer.com.au) or a copy can be requested from any Myer store or via the Myer Customer Service Centre: [Myer.CSC@myer.com.au](mailto:Myer.CSC@myer.com.au) or 1800 811 611.

In relation to the Myer Care Plan, We collect, use and disclose personal information for the purposes of:

- Evaluating Your application for Myer Care Plan cover;
- Properly administering applications and claims; and
- Responding to Your queries.

We have engaged the Cover Administrator to perform and manage certain of Our obligations under the Myer Care Plan and for this purpose We may disclose Your personal information to the Cover Administrator. Any personal information which You provide to the Cover Administrator may also be provided by the Cover Administrator to Us.

We (or the Cover Administrator) may also disclose Your personal information to:

- the manufacturer of Your Covered Product or a repairer of Your Covered Product (or their third party agents or contractors); and
- Our contracted service providers or partners, including: overseas and local agents, delivery and shipping providers, information technology service providers, marketing and communications agencies, research and statistical analysis providers, call centres, hard copy and electronic mail houses, external business advisers, and those third parties who offer Myer-branded products, such as insurance.

We may use and disclose Your personal information for the purposes of processing transactions and delivering products, promoting Myer and its products and services, including through direct marketing, performing research and statistical analysis, developing or seeking to deliver new ranges of products or services, protecting the security of our stores, staff, customers and merchandise (including theft and fraud prevention), answering queries, resolving complaints, general planning and administration. We may also disclose Your personal information for these purposes to Our third party agents and contractors. You may opt out of receiving direct marketing material You receive from Us by calling the Customer Service Helpline on 1800 855 123, or emailing [privacy@myer.com.au](mailto:privacy@myer.com.au).

By purchasing a Myer Care Plan, You consent to all of the uses and disclosures of your personal information specified in these Terms, subject to Your right to opt out of direct marketing. If you fail to provide the required personal information We will be unable to provide You with cover under the Myer Care Plan.

You are entitled to access Your personal information by calling the Customer Service Helpline on 1800 855 123. The Myer Privacy Policy contains further information about how You may access, and (if applicable) seek correction of, personal information collected by Us in relation to the Myer Care Plan. The Myer Privacy Policy also contains information about how You may complain about a breach of the Australian Privacy Principles and how We will deal with such a complaint.

We may disclose Your personal information to overseas recipients, including (but not limited to) recipients in South Africa, New Zealand, Japan, Singapore, Hong Kong or the United States of America.

**ATTACH YOUR PURCHASE RECEIPT HERE:**

**CLAIMS HOTLINE: 1800 855 123**

**MYER**

Effective 1st April 2014

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