

MYER

careplan

Thank You for purchasing a Myer Care Plan, You can now enjoy Your product with the certainty that it is covered for a specific period of time and the convenience of having the repair or replacement process managed for You should Your product fail, as covered by this Plan.

This brochure contains:

- What this Myer Care Plan offers
- The process to make a claim under this Myer Care Plan
- What are the differences between this Plan and Your rights and remedies under the Australian Consumer Law.



MYER CARE PLAN

There are 2 types of Myer Care Plans covering Mechanical or Electrical Failure: **Replacement Cover** plans and **Repair Cover** plans.

Replacement Cover plans are only available for certain products costing \$1,000 or less, provide a one-off **Myer gift card to the value of the Original Purchase Price** of Your Product and cover commences upon expiry of the original Manufacturer's Warranty.

Repair Cover plans are available on most products, provide a **repair** of Your Product and cover commences upon expiry of the original Manufacturer's Warranty. The product may also be replaced in certain circumstances (see the section entitled Product Replacement).

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

Please ensure that You keep Your original purchase receipt and/or tax invoice to describe and validate Your purchase of both Your Product and this Myer Care Plan. These documents constitute proof of the purchase of this Myer Care Plan.

In the event of a claim these documents may need to be produced.

A separate Myer Care Plan must be purchased for each product. If You have purchased more than one product on the same purchase receipt, then this Myer Care Plan will only cover the product specifically described on the purchase receipt and/or tax invoice as being covered by a Myer Care Plan with a separate itemisation of its cost.

The Myer Care Plan code/s listed on Your tax invoice supplied by the retail store will specify the term of Your cover. Please refer to the paragraph headed 'Period of Cover' below for further information.

AUSTRALIAN CONSUMER LAW

Summary of the consumer's relevant rights and remedies under the ACL

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). You are entitled to a replacement or refund for a major failure and 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 ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ("Consumer Guarantees") at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer 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 given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure.

Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice).

Whether a specific failure breaches a Consumer Guarantee and 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 to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty for the goods or this Myer Care Plan. 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 supplier of the goods at first instance. If You are unable to reach resolution with the supplier as to the remedy, You should seek independent advice and/or contact the ACCC or Your state/territory fair trading body.

The benefits provided to you under this Myer Care Plan do not replace your rights under the ACL.

You may also return certain products to Myer in accordance with Myer's Returns Policy, which is available from www.myer.com.au, or you can call 1800 811 611 or email Myer.CustomerServiceCentre@myer.com.au. Further, You may be entitled to additional benefits under any applicable Manufacturer's Warranty.

Additional benefits under the Myer Care Plan not available under the ACL

We appreciate that You may want the certainty of knowing that if products You buy are faulty they are covered for a specific time period.

When You purchase the Myer Care Plan, You are obtaining certainty as to the period of coverage and the remedy You will receive and the convenience of having the repair and/or the replacement process managed for You by the Myer Care Plan administrator under the Plan.

You will be entitled to the benefits set out below that are not available under the ACL, subject to terms of your Plan:

- Certainty as to the exact period of cover
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process
- Specified days for repair time guarantee
- Availability of a loan product
- Toll Free technical assistance.

COVER FOR TRAVELLERS

If Your Product is of a portable nature (camera, notebook or tablet) it is covered for Mechanical or Electrical failure worldwide, while You are travelling and whilst the product is in Your possession. However, You may be required to locate a suitable and convenient repairer if outside Australia. You may be required to pay for repairs while outside Australia, and seek reimbursement from Us. Whilst you are overseas contact rescuecrew.au@thewarrantygroup.com.



TOLL FREE – TECHNICAL ASSISTANCE

We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday 9am – 5pm AEST). You can access this benefit by phoning Our Toll Free number in Australia 1800 008 104.



For computers/notebooks/laptops and printers, the technical support is limited to advice in relation to technical problems with hardware (the computer/notebook/laptop or printer itself) and the software supplied with Your 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 (eg Windows or Mac OS)
- Manufacturer hardware related software.

We will outsource the advice service to suitably qualified technicians according to product type. The advice You receive will be based on the technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing.

MECHANICAL OR ELECTRICAL FAILURE

You may claim for a Mechanical or Electrical Failure to Your Product that:

1. results from a manufacturing defect; or
2. is a result of normal use which is reasonable wear and tear. This covers items such as buttons and switches on electrical devices which have failed as a result of normal use.

It does not cover failures which are excluded: see page 11 for a list of these.





TRANSFERABILITY

If You sell Your Product, this Myer Care Plan can be transferred to a new owner. You will need to provide written notice to Our Business Services team within 7 days of the transfer of ownership of Your Product.

Please call Our Business Services Hotline 1800 855 123, Monday to Friday 8am to 6pm AEST, for further details.



LOAN PRODUCT

If Your Product is not working and is the subject of a valid claim under this Myer Care Plan, We will make available to You upon request, a loan product for use during the repair period, if the repair is likely to take longer than 10 working days from the date upon which the repairer receives Your Product, provided an appropriate loan product is available.

The loan product may not necessarily be the same size, brand or have the same specifications as Your Product. You must maintain the loan product in good condition and You will be responsible for any damage to the loan product.

We will deliver the loan product to You free of charge if delivery is to an address within a 25km radius of Your closest Myer store. For deliveries outside of a 25km radius, You will need to make arrangements to collect the loan product at your cost. Please contact Us if You wish to utilise a loan product.



ENTERTAINMENT BENEFIT – REPAIR COVER

If Your Product is a TV with a purchase price (after any discounts or promotions) greater than \$1,000 and the repair takes longer than 10 days from the time of assessment, We will provide You with 4 movie vouchers upon request, provided You do not utilise the loan product option under this contract.



FOOD SPOILAGE

If Your Product is a fridge or freezer We will reimburse You for food spoiled as a result of a mechanical or electrical defect with a benefit up to \$200 (including GST).

FREIGHT/DELIVERY

If You live within 25km of one of Our designated approved repairers and the Product is less than 7kg in weight (e.g. TV's smaller than 32") You will need to take Your Product to that repairer and pick up the replacement or repaired item at Your own cost. If You are unable to do this please contact one of Our Rescue Agents on 1800 855 123.



If You live further than 25km from the designated approved repairer or Your Product is greater than 7kg in weight (eg: 32" TVs and above) We will, at Our cost, arrange for the transport of Your Product to and from one of Our designated approved repairers. 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.

REPAIR COVER PERIOD GUARANTEE

In the event Your Product is not working and is the subject of a valid claim to be repaired under this Myer Care Plan, We aim to have the repair completed within the minimum time practicable. If Your repair is going to take longer than 30 days, and where we are not able to provide you with a loan product We may replace Your Product in accordance with the conditions in the section headed "Product Replacement" on page 10.



The 30 Day Repair Guarantee commences from:

- the date upon which the repairer receives Your Product; and ends on:
- the date upon which the repairer sends to You or makes available Your Product, having completed repairs.

Any period where You are unavailable for product pickup or delivery will not form part of the 30 Day Repair Guarantee.

This guarantee will only apply to:

- A. repairs completed in Australia; and
- B. repairs when We are not able to provide You with a loan product for use during the repair period.

PRODUCT REPLACEMENT: REPLACEMENT COVER & REPAIR COVER

If Your Product is covered by a **Replacement Cover** plan under this Myer Care Plan, We will issue You with a Myer gift card to the value of the Original Purchase Price of your Product in lieu of repairs or a replacement item subject to a satisfactory inspection to confirm that the fault is covered by this Myer Care Plan. For products costing less than \$500 this assessment will be carried out on the phone and in-store (unless otherwise advised at Our discretion). For products costing over \$500 the assessment will be carried out by the Administrator's authorised repair agent.

If You have a **Repair Cover** plan, at Our sole discretion, We may also elect to replace Your Product with a new product as determined by Us when Your Product is not economically repairable or where repair costs exceed the Original Purchase Price of Your Product.

A replacement product provided under this Myer Care Plan shall be equivalent in specifications of Your original product and the cost shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product may have a lower selling price and is not limited to the original manufacturer brand of Your original product. Replacement price differences, if any, will not be refunded to You.

When an appropriate replacement product is not available We may provide a Myer gift card, up to the value of the Original Purchase Price of Your Product in lieu of a replacement item.

Delivery and installation of a replacement product are not included as part of Your replacement: you will need to cover these costs.

Payment to You as a Myer gift card to the Original Purchase Price, or replacement of Your Product shall constitute fulfilment of this Myer Care Plan.

WHAT IS NOT COVERED UNDER THE MYER CARE PLAN

- Unauthorised repairs (being 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
- Defects or abnormal wear and tear arising when Your Product has been used for commercial purposes, or for excessive domestic usage as outlined in any manufacturer's specifications
- Consequential losses of any type including any loss or profits, revenue, data, goodwill or reputation and damage to other goods or property
- Costs incurred where no Mechanical or Electrical Failure is identified, such as costs for the delivery and return of Your Product to and from an authorised repair agent
- Normal maintenance costs or additional costs for parts availability
- Any exclusions outlined in the Manufacturer's Warranty
- Installation or reinstallation of Your Product or a replacement product
- Mechanical or Electrical Failures of Your Product caused by:
 - a defect which is the subject of a product recall
 - negligence, Accidental or deliberate misuse or unauthorised alterations
 - liquid penetration
 - infestations of vermin, pests or insects
 - cosmetic damage, Accidental damage from any cause
 - rust or corrosion
 - external sources including but not limited to electrical interferences, power surges or voltage fluctuations
- Repairs to or replacement of any:
 - consumables including but not limited to batteries which can be readily removed, fuses, filters, shaver heads, bulbs or lamps, cables or cords, or monitors or screens as a result of image burn, or speakers as a result of overloading; or accessories which were not part of Your original Covered Product
 - software, data or removable data mediums caused by the Mechanical or Electrical Failure of Your Product. This includes firmware upgrades and malfunctions caused by virus. Data and software loss is not covered where Your Product is, for example, a data storage medium, such as a portable hard drive
 - crisper/dairy doors, shelving, handles that have broken.

Further, We may refuse to action a claim under the 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.

PERIOD OF CARE PLAN: REPAIR COVER

<i>Repair Cover Period</i>	<i>Myer Care Plan Period</i>	<i>Total Period inclusive of Manufacturer's Cover</i>
<i>Computer Repair Code prefixes</i>		
1+2 <i>where Manufacturer's Warranty is 1 year</i>	2* years	3 years from date of purchase
2+2 <i>where Manufacturer's Warranty is 2 years</i>	2* years	4 years from date of purchase
<i>Other Repair Code prefixes</i>		
1+4 <i>where Manufacturer's Warranty is 1 year</i>	4* years	5 years from date of purchase
2+3 <i>where Manufacturer's Warranty is 2 years</i>	3* years	
3+2 <i>where Manufacturer's Warranty is 3 years</i>	2* years	

*Myer Care Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If Your Product has already been replaced by the manufacturer or otherwise by Myer, Your Myer Care Plan cover and original warranty expiry date remains the same.

For Computers, the Computer Repair Codes of the Myer Care Plan provide 2 years of cover commencing after the end of the Manufacturers' Warranty period.

For all other repair codes above, the relevant total period of cover is a maximum of 5 years, including the Manufacturer's Warranty, from the Original Date of Purchase of Your Product. The actual Myer Care Plan cover period is noted in the table, and commences at the end of the Manufacturer's Warranty period.

For example, if You purchase a TV with a Manufacturer's Warranty of 2 years, you cannot purchase a +4 plan for Your TV. Your cover commences at the expiry of 2 years Manufacturer's Warranty and expires 3 years from that date (due to 5 years maximum cover from the Original Date of Purchase limitation) assuming that Your Myer Care Plan has not otherwise ended earlier (e.g. because of a Payout).

Note, there are some benefits of Your Myer Care Plan that commence immediately after purchase of the agreement, for example Toll Free Assistance.

PERIOD OF CARE PLAN: REPLACEMENT COVER

Code 1+2REP and 2+2REP = 2* years

For Replacement Plans, cover commences upon expiry of the original Manufacturer's Warranty for Your Product.

Replacement Cover Code	2 Years Coverage Commences after	Total Period inclusive of Manufacturers' Cover
1+2REP	Manufacturer's Warranty expires at 1 year	3 years
2+2REP	Manufacturer's Warranty expires at 2 years	4 years

*Myer Care Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If Your Product has already been replaced by the manufacturer or otherwise by Myer, Your Myer Care Plan cover and original warranty expiry date remains the same.

HOW TO MAKE A CLAIM

If You have a problem with Your Product which is not covered by this Myer Care Plan, please contact Myer or the manufacturer. Contact information for Myer can be found on Your original purchase receipt. Contact information for the manufacturer can be found in the warranty and support section in the initial warranty card provided when You purchased Your Product.

If You are claiming under this Myer Care Plan, You can lodge Your claim by calling Our Rescue Crew on 1800 855 123, Monday to Friday 8am to 6pm AEST, and Our friendly staff will assist You with Your claim. For overseas customers, please email rescuecrew.au@thewarrantygroup.com.

Claims must be made prior to the expiration of this Myer Care Plan. The address for claims correspondence is PO Box 246, Balwyn VIC 3103.

Claims will not be handled where You have arranged repair or replacement without first lodging and gaining approval of a claim.

Ensure You have Your original purchase receipt and/or tax invoice available.

Your claim must be lodged by the person whose name is shown on the purchase receipt and/or tax invoice and/or any other parties authorised by the owner in writing.

We'd love to hear Your thoughts on how We could improve Our products and services. If at any time You would like to provide feedback please email rescuecrew.au@thewarrantygroup.com.

BACK UP OF DATA

Please note that where Your Product is capable of retaining user-generated data, the assessment or repair of Your Product under Your Myer Care Plan may result in loss of the data. We recommend You back-up Your data as any loss of data is not covered under the Myer Care Plan. 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.



15-DAY FREE LOOK

If You require cancellation of this Myer Care Plan within 15 days of the Myer Care Plan's Original Date of Purchase and You have not made a claim within this time, We will refund the amount You paid for this Myer Care Plan in full at the Myer store of purchase.

This Myer Care Plan cannot be cancelled after the 15-Day Free Look Period.

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 claims in the Rescue Crew. If Your complaint is not resolved by the supervisor or manager, Your complaint may then be referred to Myer.

We will ensure that a written response is provided to You within 15 business days. You may contact Myer by emailing Myer.CustomerServiceCentre@myer.com.au or calling 1800 811 611.

Details about Our obligations to offer You a refund, repair or replacement are set out in Myer's Returns Policy. You may be entitled to additional benefits under terms of any Manufacturer's Warranty.

A COMPARISON OF THE RIGHTS AND REMEDIES UNDER THE ACL AND THE FEATURES PROVIDED BY THE MYER CARE PLAN

The following table is a summarised comparison of Consumer Guarantees and the protections offered by this Myer Care Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the Myer Care Plan contained in this document, 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 for more information on the Consumer Guarantees. Please note that, in addition to the protections below, You may have additional rights against a manufacturer under a Manufacturer's Warranty.

<i>Protection</i>	<i>ACL rights and remedies</i>	<i>Benefits of the Myer Care Plan Repair Cover</i>	<i>Benefits of the Myer Care Plan Replacement Cover</i>
Am I protected if the product is defective?	Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against defects such as Mechanical or Electrical Failure.	Protection against Mechanical or Electrical Failure.	Protection against Mechanical or Electrical Failure.
How long does the protection against defects last?	A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including nature of the goods, the price, the way it is used and any statements or representations made about the goods. 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 Myer Care Plan.	The number of years (beyond the Manufacturer's Warranty) shown in the Myer Care Plan.	The number of years (beyond the Manufacturer's Warranty) shown in the Myer Care Plan.
What remedies are available if the product is defective?	Repair, refund, replacement and/or damages for consequential loss. The exact remedy will depend on the specific circumstances.	Automatic repair or replacement if the product is uneconomical to repair.	Automatic replacement to a maximum of the Original Purchase Price.

<i>Protection</i>	<i>ACL rights and remedies</i>	<i>Benefits of the Myer Care Plan Repair Cover</i>	<i>Benefits of the Myer Care Plan Replacement Cover</i>
Who is obliged to provide the remedy for a defective product?	Supplier (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).	Supplier via Myer Care Plan Administrator via 1800 855 123, (0800 454 082 in NZ) or rescuecrew.au@thewarrantygroup.com	Supplier via Myer Care Plan Administrator via 1800 855 123, (0800 454 082 in NZ) or rescuecrew.au@thewarrantygroup.com
Cost of coverage	No cost.	The cost of the Myer Care Plan.	The cost of the Myer Care Plan.
Is a Technical Assistance Helpline available to help with my product?	Not required under the ACL but some suppliers and manufacturers do provide a helpline.	Yes	Yes
Is a loan product available whilst my product is being repaired?	No. However, 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 consequential loss caused by the defect.	Yes, a loan product will be provided if the repair period takes longer than 10 days.	Not applicable as product is replaced.
Is there a guarantee that any repair will be carried out in a reasonable time?	The product must be repaired within a reasonable time or You are entitled to a replacement or a refund.	Your Product will be replaced if repair takes longer than 30 days.	Not applicable as product is replaced.
What happens if I receive a remedy for a defective product?	Any repaired product continues to be covered. Any replacement product will also be covered.	Any repaired product continues to be covered.	If You receive a replacement product or payment the Myer Care Plan ends.

THE ACCC'S CONTACT DETAILS

Australian Competition and Consumer Commission: **1300 302 502**

Indigenous Infoline: **1300 303 143**

www.accc.gov.au

PRIVACY STATEMENT

The Warranty Group Australasia Pty Ltd is the administrator of the Myer Care Plan. Both the Administrator as well as Myer will collect, use and disclose Your personal information for the primary purpose of providing cover under this Myer Care Plan to You so that We may:

- Evaluate Your application for the Myer Care Plan cover
- Set the cost of providing the Myer Care Plan
- Properly administer claims for Your Products.

Disclosure for this purpose may be made to the manufacturer of Your Product or a repairer of Your Product (or their third party agents or contractors).

If You fail to provide this personal information We will be unable to provide You with cover under this Myer Care Plan.

Both the Myer Privacy Policy (available at <http://www.myer.com.au/p/customer-service/Privacy/>) as well as the Administrator's Privacy Policy (available at <https://www.thewarrantygroup.asia/privacy>) apply to your personal information under the Myer Care Plan.

We may also use and disclose Your personal information for the secondary purpose of data analysis and improving the products and services We offer. We may also disclose Your personal information for this purpose to Our third party agents and contractors approved by Us from time to time in writing.

The Administrator may need to disclose Your personal information to others including its related bodies corporate, some of whom may be located overseas (including Asia-Pacific, USA and UK).

You are entitled to access Your personal information, and may obtain a copy of the Administrator's privacy policy, by calling the Rescue Crew on 1800 855 123 and Myer on 1800 811 611. Our privacy policies contain information about how You may access, and (if applicable) seek correction of, personal information collected under this Myer Care Plan.

Our privacy policies also contain information about how You may complain about a breach of the Australian Privacy Principles and how We will deal with such a complaint. The Administrator may disclose Your personal information to recipients in South Africa for claims lodgement purposes and in New Zealand to conduct surveys for the purpose of data analysis, marketing and improving the products and services We offer.

DEFINITIONS

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

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

Mechanical or Electrical Failure: means a failure of Your Product arising from a mechanical or electrical fault which is either a manufacturing defect or which has arisen as a result of normal use. It does not include any failure otherwise excluded by the Myer Care Plan such as intentional or Accidental damage, wilful acts, and normal deterioration.

Original Date of Purchase: means the date shown on the purchase receipt and/or tax invoice.

Original Purchase Price: means the amount shown on the purchase receipt and/or tax invoice being the net cost price paid for Your Product excluding delivery or any additional services.

Payout: means where the product has been replaced, or a settlement either in the form of a store credit or a payment direct to a customer has been made.

We, Us, Our: refers to Myer or an authorised agent of Myer whose name appears on the original purchase receipt and/or Tax Invoice as the supplier. The Myer Care Plan is supplied by Myer Pty Ltd (ABN 83 004 143 239) of 800 Collins Street, Docklands, Vic 3008, Telephone 1800 811 611, in respect of products We sell. Certain functions under the Myer Care Plan are administered by The Warranty Group Australasia Pty Ltd ABN 37 005 004 446 PO Box 246 Balwyn Vic 3103, Telephone 1800 855 123 on our behalf.

You, Your: means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice.

Your Product: means any electrical or battery operated product that You purchase for domestic or household use as described in the purchase receipt and/or tax invoice.

