



SmoothSkin Gold Trial Terms and Conditions

1. Instructions on how to claim and the refund offer forms part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Refund offer not valid in conjunction with any other offer (to the extent permitted by law).
2. Claims are only open to Australian residents aged eighteen (18) years or over. Individuals must not have submitted a claim (due to dissatisfaction with the product) for a CyDen Personal Care product from the same Product Category (Female Depilation) in the twelve (12) months prior to submitting a refund claim. Employees (and their immediate families) of the Promoter, participating Shaver Shop retailers and agencies associated with this offer are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. To claim, individuals must purchase an eligible SmoothSkin Gold product between 01.09.14 and close of business on 31.05.15 ("Purchase Period") from any Shaver Shop owned and operated store or website, or any website through which Shaver Shop sells nationally. Other internet sales are excluded from this offer. Eligible products include: SmoothSkin Gold ("Eligible Product").
4. Individuals must have trialled the Eligible Product continuously for a minimum of 70 days and no more than 90 days. If after 70- 90 days of using the Eligible Product in the recommended manner, the individual is not convinced that the Eligible Product provides satisfactory results, the individual will be eligible to claim a refund of the full purchase amount for that Eligible Product.
5. To be eligible to submit a claim, claimants must undertake the following steps:
 - a) Purchase an Eligible Product during the Purchase Period from any Shaver Shop owned and operated store or website, or any website through which Shaver Shop sells nationally. (In accordance with clause 3 above) and retain the original packaging;
 - b) Obtain a Money Back Guarantee claim form from a participating Shaver Shop retailer or download Money Back Guarantee claim form at www.smoothskin.co.uk/au/warranty;
 - c) Obtain a Return Authorisation Number by calling a customer service representative during business hours on 1800 823 355;
 - d) Complete the Money Back Guarantee claim form, inputting the Return Authorisation Number; and
 - e) return the Eligible Product (in its original packaging) along with the completed Money Back Guarantee claim form and the original purchase receipt to "Smooth Skin Gold 90 day Trial Offer- 67 Bakehouse Road, Kensington 3031, Melbourne, Victoria.
6. Incomplete, indecipherable or illegible claims will be deemed invalid.
7. Claimants must retain their original purchase receipt and the Eligible Product packaging as proof of purchase and for the purposes of submitting a claim. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to a refund. The purchase receipt must clearly specify the Shaver Shop retailer of purchase and that the purchase was made during the Purchase Period but prior to submitting a claim.

8. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify a claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9. Only one (1) claim permitted per household.

10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

11. Refunds will only be issued once the Promoter receives:

(a) The Eligible Product (in its original packaging);

(b) The original purchase receipt; and

(c) The completed Money Back Guarantee claim form inclusive of the Return Authorisation Number.

12. Refunds will be issued by cheque for those claimants who elect to receive their refunds via this method, as indicated on their Money Back Guarantee claim form.

13. Claimants must ensure that all personal details provided are correct.

14. Postage costs for the return of the Eligible Product are the full responsibility of the claimant. Whilst it is not required, the Promoter suggests the claimant use registered post. Unless expressly stated within these Terms and Conditions, all other expenses are also the responsibility of the claimant.

15. A refund will only be issued if, in the opinion of the Promoter, the Eligible Product has been used in the recommended manner, in accordance with clause 4 above, and if no other refund has been issued to the claimant for a CyDen Personal Care product from the same Product Category in the twelve (12) months prior to submitting their claim. The relevant Product Category is: Female Depilation.

16. Claimants will be notified in writing. The Promoter's decision is final and no correspondence will be entered into.

17. This offer is in addition to and does not replace a claimant's statutory rights and protections.

18. Claimants should allow up to twenty eight (28) working days to receive the refund.

19. If this offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) To disqualify any claimant; or

(b) To modify, suspend, terminate or cancel the offer, as appropriate.

20. Any cost associated with accessing the Internet is the claimant's responsibility and is dependent on the Internet service provider used.

21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the

State and Territories of Australia (“NonExcludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability including Negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

(a) Any technical difficulties or equipment malfunction (whether or Not under the Promoter’s control);

(b) Any theft, unauthorised access or third party interference;

(c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or

(d) Any tax liability incurred by a claimant

23. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose PI to third parties, including but not limited to agents, contractors, service providers and refund suppliers. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at www.smoothskin.co.uk/au. Claim is conditional on providing this PI. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to opt out, or access, update or correct information to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By claiming, individuals consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agrees not to hold the Promoter liable in this regard.

24. The Promoter is Shaver Shop Pty Ltd (ABN- 86092829019), Level 3, Office Tower 2, Chadstone Place, Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone VIC 3148.

For product information, visit www.smoothskin.co.uk/au.