

The Good Guys/ Disney+ annual subscription offer

Full Terms and Conditions

1. The Good Guys Discount Warehouses (Australia) Pty Ltd (ABN 48 004 880 657) of 60 City Road, Southbank, 3006, Victoria, Australia ("**Promoter**") is the promoter of "The Good Guys/ Disney+ annual subscription offer to new subscribers on TVs 65" & above" ("**Promotion**"). The Promotion shall be governed by these Terms and Conditions.
2. In these Terms and Conditions, "**Disney+**" means the subscription video-on-demand streaming service operated and distributed in Australia by Disney and its related entities, and "**Disney**" refers to The Walt Disney Company (Australia) Pty Ltd (ABN 30 054 610 025).
3. To be eligible for the Promotion, you must purchase any TV 65" and above referred to in the table below, between 12:00am on 1st July 2020 to 11.59pm on 5th August 2020 inclusive ("**Promotion Period**") from The Good Guys physical retail store in Australia, or online via The Good Guys website (www.thegoodguys.com.au) to receive the bonus offer for the Promotion, ("**Bonus Offer**"). Excludes eBay purchases.

Applicable Models	Bonus Offer
Any TV 65" and above	1-year Subscription to Disney+ for a purchaser of an Applicable Model during the Promotion Period (subject to these Terms and Conditions).

4. Promotion is only open to Australian permanent residents aged 18 years or over who make a purchase of the Applicable Model for personal use only, at full ticket price and which is not later refunded for change of mind. Bonus Offer is only available to new Disney+ subscribers.
5. Following your purchase, visit <https://www.thegoodguys.com.au/offers>, complete your details and submit the Bonus Offer claim ("**Claim**") form, to claim the Bonus Offer.
6. After your Claim form has been received by the Promoter, you will receive an email to your nominated email address within 7 days containing a URL link to your unique Disney+ redemption code which entitles you to a 12-month subscription to Disney+ ("**Code**") and instructions how to redeem the Code. Your Claim form must be validly received by the Promoter by no later than 11.59pm on 2nd September 2020 to be eligible to redeem the Code. Upon redemption of the Code, the 12-month subscription to Disney+ will be credited to your Disney+ account.
7. You may gift this Bonus Offer to a friend or family member (who must be a new Disney+ subscriber and an Australian permanent resident aged 18 years or over) by forwarding the email you receive from the Promoter with your Code and the link to the Disney+ sign up, onto your nominated family member or friend. The Code may not be gifted, transferred or exchanged for cash or anything of value.
8. To access Disney+ you (or any permitted recipient of the Code) must create a new Disney+ account and provide valid payment details (credit card or PayPal account) to facilitate the renewal payment after the 12 month Disney+ subscription expires. You (or any permitted recipient of the Code) can cancel your subscription before that time, in accordance with the terms of the Disney+ Subscriber Agreement located at: <https://www.disneyplus.com/legal/subscriber-agreement>. Your Disney+ subscription will continue to be automatically renewed for 12 months at the standard annual price (currently AUD\$89.99 (incl GST)), unless cancelled prior to renewal. If you (or any permitted recipient of the Code) cancel the Disney+ subscription, you (or any permitted recipient of the Code) will not receive a refund or credit for partially

used billing periods, to the fullest extent permitted by the law.

9. By participating in this Promotion and completing the Claim form for the Bonus Offer, you (or any permitted recipient of the Code) will be deemed to accept the Terms and Conditions of this Promotion. You (or any permitted recipient of the Code) will also be required to accept the [Disney+ Subscriber Agreement located at https://www.disneyplus.com/legal/subscriber-agreement](https://www.disneyplus.com/legal/subscriber-agreement) and [Disney+ Privacy Policy located at https://www.disneyplus.com/legal/privacy-policy](https://www.disneyplus.com/legal/privacy-policy), as a condition of accessing Disney+.
10. If you (or any permitted recipient of the Code) sign up to Disney+ via this Bonus Offer, there is no free trial period.
11. The Code is for one-time use only and must be redeemed by no later than 11.59pm on 31st December 2021 or it will thereafter expire.
12. You (or any permitted recipient of the Code) must use a supported device connected to the internet in Australia to access Disney+. To find out what devices and platforms are supported see the [Disney+ Help Centre](https://help.disneyplus.com/csp?id=csp_article_content&sys_kb_id=1fd9d9abdb3048900a2af56e0f9619e1) located at: https://help.disneyplus.com/csp?id=csp_article_content&sys_kb_id=1fd9d9abdb3048900a2af56e0f9619e1 for a full list. You (or any permitted recipient of the Code) are responsible for all access, data and other costs associated with internet and mobile usage in accessing and using the Disney+ streaming service.
13. Bonus Offer not valid in conjunction with any other offers, coupons, discounts or promotions and is not transferable and cannot be redeemed for or substituted with cash.
14. In instances where items are required to be placed on order by a participating store, full payment must be made during the Promotion Period to be eligible.
15. Purchases made using interest free finance are eligible for this Bonus Offer.
16. Purchases for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers and resellers are not eligible. Promotion is only valid at participating The Good Guys physical retail stores in Australia or online via The Good Guys website (www.thegoodguys.com.au).
17. Multiple Claims are not permitted, only one Claim per household address and email address will be allowed. Only one Claim per docket and customer will be allowed.
18. If there is a dispute as to the identity of a claimant, the claimant will be deemed to be the person in whose name the purchase tax invoice was issued by the Promoter in respect of the Applicable Model purchased in connection with the Promotion.
19. The Promoter's decision is final and no correspondence will be entered into.
20. If this Promotion 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Nothing in these terms excludes, restricts or modifies any rights that you (or any permitted recipient of the Code) may have under existing laws or regulations and codes, including the *Competition and Consumer Act 2010* (Cth) and fair trading laws.

22. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Promotion, including, but not limited to, where arising out of the following: (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 or bonus 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; (d) any tax liability incurred by you; or (e) use of the Bonus.
23. The Promoter's privacy policy (available on The Good Guys' website at: <https://www.thegoodguys.com.au/privacy-policy>) contains information about how the Promoter will handle your personal information, and other information required to be disclosed to you under the Privacy Act. You should read this policy before providing any personal information to the Promoter. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, offer suppliers and as required, to Australian regulatory authorities; entry is conditional on providing this information. By supplying the Promoter with your personal information for this Promotion, you have given us permission to communicate to you via mail, e-mail, SMS, MMS, Facebook, Twitter and telephone indefinitely to inform you about our products and services. If you wish to obtain a copy of our privacy policy, access the personal information we hold about you or if your personal information is inaccurate, incomplete, out dated or to unsubscribe, please contact our Privacy Officer either by email to privacy@thegoodguys.com.au or by post to The Good Guys, PO BOX 5190 South Melbourne VIC 3205.
24. Please be aware that Disney and its affiliated entities will collect, use and disclose personal information when you (or any permitted recipient of the Code) sign up for Disney+ in accordance with its [Privacy Policy located at https://www.disneyplus.com/legal/privacy-policy](https://www.disneyplus.com/legal/privacy-policy). The Disney+ [Collection Statement located at: https://www.disneyplus.com/legal/collection-statement](https://www.disneyplus.com/legal/collection-statement) and Privacy Policy provides information about the collection, use and disclosure of that information, as well as details on how you (or any permitted recipient of the Code) can access personal information or raise any complaint.
25. By entering the Promotion, you consent to the Promoter contacting you about promotional offers and exclusive content.
26. These Terms and Conditions are governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.