

# COMPNOW CARE PLAN

## EXTENDED WARRANTY

Terms and Conditions



Protect Your new Product for up to four years with CompNow Care Plan. We will cover the parts, labour and any call-out fees required to get Your Product back to normal working order, subject to these Terms and Conditions of Your chosen CompNow Care Plan.

**For more information, please visit: [www.compnow.com.au/services/compnowcareplan](http://www.compnow.com.au/services/compnowcareplan)**

### Australian Consumer Law

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 for compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have 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 CompNow 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 with the ACCC or Your state/territory fair trading body.

### CompNow Care Plan

Congratulations on purchasing Your CompNow Care Plan for Your Computer Laptop / Desktop / Tablet / Mobile Phone and electing to protect Your Product with the CompNow Care Plan.

CompNow Care Plan is not an insurance policy, nor are We insurers. This CompNow Care Plan is a warranty and service

product supplied by Us in respect of products We sell.

This CompNow Care Plan is provided by Computers Now Pty Ltd ATF The Computers Now Unit Trust, ABN 48 592 886 118, 352 Ferntree Gully Road, Notting Hill VIC 3168, Phone 03 9684 3600.

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

### Warranty Period Options

The period of cover is described in the prefix of Your warranty code as stated in Your tax invoice.

- Code 2Y = 2 (two) years
- Code 3Y = 3 (three) years
- Code 4Y = 4 (four) years

The warranty period commences on the day the item is purchased from Us as stated in Your tax invoice.

### What is Covered

In the event of Your Product suffering a Mechanical or Electrical failure, We will pay for parts, labour and service call out fee/s required for Your Product to be repaired to normal working order, subject to the Terms & Conditions of this CompNow Care Plan.

CompNow Care Plan is in addition to any existing warranty included in the Original Purchase Price of Your Product and all other warranties or guarantees expressed or implied by mandatory provisions of law. However, the cover will not apply to the extent Your Product is otherwise covered and able to be claimed under a Manufacturer's Warranty applicable to Your Product.

Payment to You or replacement of Your Product shall constitute fulfilment of this CompNow Care Plan.

Your equipment is also covered if You are travelling overseas, however You will be required to contact Our Customer Service Helpline on 1300 366 557 to lodge a claim and arrange for the appropriate repairs.

### What is Not Covered

- any additions or modifications to the Product;
- unauthorised repairs;
- defects or design faults to the extent they are covered by the manufacturer or distributor of components of the Product whether or not through the process of a recall of the components of the Product;
- consequential losses of any type (including, without limitation, loss of profits, loss of goodwill, loss of business opportunity);
- costs incurred where no Mechanical or Electrical Failure is identified;
- normal maintenance costs;
- any exclusions in the Product manufacturer's warranty;
- Failures or degrading of performance of the Product caused by:
  - a) product recalls;
  - b) negligence, accidental or deliberate misuse or unauthorised alterations;
  - c) cosmetic damage, accidental damage from any cause; or repairs to any consumables, accessories, cables or cords not part of the original Product;
  - d) liquid penetration;
  - e) external sources including but not limited to electrical interferences, power surges or voltage fluctuations
  - f) infestations of vermin, pests or insects;
  - g) rust or corrosion;

- Repairs to any:
  - a) speakers as a result of overloading;
  - b) software, data or removable data mediums caused by the Mechanical or Electrical Failure of Your Product. This includes firmware upgrades and malfunctions caused by a virus;

We will cover batteries on the Product if the battery fails the standard test that is directed by the manufacturer or in the absence of a manufacturer test, the battery fails a serviceability test by the service agent.

A claim under this arrangement may be refused if You or the Customer arrange repair or replacement without first lodging and gaining approval of a claim.

The maximum amount payable by Us will be the Original Purchase Price of the Product per claim.

### What will We do in the event of a valid claim being submitted

If during the Warranty Period You submit a valid claim to Us, We will at Our option,

- 1) repair Your Product using new or previously used parts that are equivalent to new in performance and reliability,
- 2) replace Your Product with a product that is at least functionally equivalent to Your Product, including and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- 3) exchange Your Product for a refund of Your purchase price.

When a product or part is replaced or a refund provided, any replacement item becomes Your property and the replaced or refunded item becomes Our property.

All repairs will be carried out on-site and Our standard response time (excluding any overseas claims) is the next business day from which a valid claim is submitted to Us.

### How To Make a Claim

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 CompNow Care Plan, call Our Customer Service Helpline on, 1300 366 557, Monday to Friday, 9am to 5pm AEST, and Our staff will assist You with Your claim. You must

lodge Your claim with Our Customer Service Helpline prior to the expiration of this CompNow Care Plan. The address for claims correspondence is Computers Now Pty Ltd, 352 Ferntree Gully Road, Notting Hill VIC 3168.

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 customer whose name is shown on the purchase receipt and/or Tax Invoice and/or any other parties authorised by the owner in writing.

### Dispute Resolution

Should You have a concern relating to the administration of Your CompNow Care Plan, You may request that it be dealt with by the supervisor or manager who is directly responsible for that area.

### Back-up of data

Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your CompNow 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 or telephone numbers stored on a mobile telephone.

### 15-Day Free Look

If You require cancellation of this within fifteen (15) days of the CompNow 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 CompNow Care Plan in full at the store of purchase.

This CompNow Care Plan cannot be cancelled after the 15-Day Free Look period.

## Additional benefits under the CompNow 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 CompNow 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 Our staff.

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

- Certainty as to the exact period of cover; and
- Convenience of having dedicated operational and technical staff to manage the repair and/or replacement process.

## A comparison of the rights and remedies available under the ACL and the features provided by the CompNow Care Plan

The following table is a summarised comparison of Consumer Guarantees and the protections offered by this CompNow 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 CompNow Care Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if You fail to use Your Product in accordance with the manufacturer's care instructions or if the Product is accidentally damaged.

In addition, You can visit [www.accc.gov.au](http://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.

Protection	ACL rights and remedies	Benefits of the CompNow Care Plan
<b>Am I protected if the Product is defective?</b>	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.
<b>How long does the protection against defects last?</b>	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 CompNow Care Plan.	The number of years shown in the selected CompNow Care Plan.
<b>What remedies are available if the Product is defective?</b>	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.
<b>Who is obliged to provide the remedy for a defective Product?</b>	Supplier (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).	Computers Now Pty Ltd.
<b>Cost of coverage</b>	No cost.	The cost of the CompNow Care Plan.
<b>On-site repair?</b>	No	Yes
<b>Is there a guarantee that any repair will be carried out in a reasonable time?</b>	The Product must be repaired within a reasonable time or You are entitled to a replacement or a refund.	Standard repair times are the next business day after a valid claim is reported to Computers Now Pty Ltd.
<b>What happens if I receive a remedy for a defective Product?</b>	Any repaired Product continues to be covered. Any replacement product will also be covered.	Any repaired Product continues to be covered.

## The ACCC's contact details

Australian Competition and Consumer Commission: **1300 302 502**  
Indigenous Infoline: **1300 303 143**  
[www.accc.gov.au](http://www.accc.gov.au)

## Privacy Statement

We comply with the Privacy Act 1988 (Cwth) (as amended). We will collect, use and disclose Your personal information for the primary purpose of providing cover under this CompNow Care Plan to You so that We may:

- Evaluate Your application for the CompNow Care Plan;
- Set the cost of providing the CompNow Care Plan; and
- Properly administer repairs for faulty products.

If You fail to provide this personal information We will be unable to provide You with the CompNow Care Plan.

You are entitled to access Your personal information, and may obtain a copy of Our privacy policy, by calling Our Customer

Service Helpline on 1300 366 557. Our privacy policy contains information about how You may access, and (if applicable) seek correction of, personal information collected under this CompNow Care Plan. Our 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.

## 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.

**Mechanical or Electrical Failure:** means a failure of Your Product arising from a mechanical or electrical fault. It does not include any failure otherwise excluded by the CompNow Care Plan such as intentional damage, normal wear and tear, 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 cost of Your Product.

**Product:** means any electrical or battery operated device described on the purchase receipt and/or tax invoice that You purchase.

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

**We, Us, Our:** refers to Computers Now Pty Ltd.

Prices and specs correct at publication. Contents subject to change at anytime. Onsite offer limited to 100kms from Our offices. Conditions apply. E&OE 06/18

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