

Effective date
1 December 2020

Extended Warranty Cover

Terms and Conditions



Brightside Extended Warranty Cover benefits includes*:



Replacement

If your purchase costs under \$500 and suddenly stops functioning, there's no fuss. We simply replace it.



Surge Protection

We have a safeguard in place for when your product suffers greatly from electrical interference.



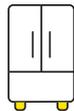
No Lemon Guarantee

If you're unlucky enough to have two separate repairs and a third occurs, relax. We'll simply replace it.



Fully Transferable

This is a real bonus, you can increase the value of your gift or sale by transferring your cover to the new owner.



Food Spoilage

Here's a fresh idea. If your fridge or freezer loses its cool, we'll pay for the replacement of your food.



Laundry Care

Don't sweat. If your washing machine or dryer is out of action for more than 10 days, we'll cover your cleaning costs.



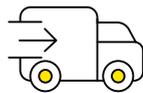
21 Day Repair Guarantee

It's a promise we always keep. We'll have your product back in your hands within 21 days, or we'll replace it.



Worldwide Coverage

It doesn't matter where you travel in the world, we've got you covered.



Freight & Service calls

We'll cover all freight costs and service calls during the claims process. So you're not left out of pocket.

*Subject to Brightside Extended Warranty Cover terms and conditions (including limits and exclusions).

Brightside Extended Warranty Product Cover

Thank you for choosing Brightside Extended Warranty Cover.

Please read these Terms and Conditions carefully for everything You need to know about what We will and won't pay and the extent of cover provided.

About Brightside Cover

Brightside Extended Warranty Cover is administered by Brightside Co (NZ) Limited trading as Brightside Cover NZBN 9429041844151 of Unit 1, 527B Rosebank Road, Avondale, Auckland 1026, New Zealand.

If You need to contact Us for any reason, please call: 0800 BRIGHT (0800 274 448). Our hours are Monday to Friday 8:30am to 5:30pm (excluding public holidays) or email: customerservice@brightsidecover.co.nz.

The warrantor of Your Brightside Extended Warranty Cover is the selling retailer of the product whose name appears on the original purchase Receipt and/or Tax Invoice.

Your Rights under Consumer Guarantees Act

We recognise Your rights under the Consumer Guarantees Act 1993 (NZ) ('Act') are important, and cannot be limited or excluded.

The Act provides You with certain guarantees when You acquire certain goods and/or services.

The Act applies to goods and/or services supplied in trade by way of gift, sale, exchange, lease, hire or hire purchase, to the extent such goods and/or services are of a kind ordinarily acquired for personal, domestic or household use and are not being acquired for resupply in trade, consumption in a process of production or repair or treatment in trade of other goods or fixtures. Generally the guarantees given by suppliers under The Act in relation to goods are: an acceptable quality, reasonable fitness for particular purpose, compliance with description, compliance with sample or demonstration models, that the price and delivery time (if not agreed) will be reasonable, any agreed delivery time will be met and a guarantee as to title.

If goods fail to meet the supplier's guarantees set out in The Act:

(a) Where the failure can be remedied, You have the ability to require that the supplier remedies the failure within a reasonable time.

In order to remedy the failure, the supplier is able to choose whether to:

- repair the goods;
- remedy any defect in title (if applicable);
- replace the goods with goods of an identical type; or
- refund the purchase price of the goods.

If the supplier refuses to remedy the failure or fails to do so within a reasonable time, You can have the failure remedied elsewhere and be reimbursed by the supplier for all reasonable costs related to the remedy. Alternatively, You may reject the goods.

(b) Where the failure cannot be remedied or is of a substantial character, You have the option to either reject the goods, or keep the goods and seek damages in compensation for any reduction in value of the goods below the price paid. Substantial character is defined in The Act and includes goods that are unsafe and which would not have been acquired by a reasonable consumer fully acquainted with the nature and extent of the failure.

In addition, You have the right to obtain from the supplier damages for any loss or damage incurred by You as a result of the failure of the goods (other than loss or damage through the reduction in value of the goods), which was reasonably foreseeable as liable to result from the failure. You also have various rights and remedies against a manufacturer of products under The Act.

The scope and meanings of each of these guarantees and remedies is set out more specifically in The Act, and the description provided above and the comparison table set out below, are necessarily brief. In the event of a problem with Your Product, You may have rights at law against the seller or manufacturer of Your Product under warranties or guarantees expressed or implied by mandatory provisions of law such as The Act. Your Brightside Extended Warranty Cover does not replace these rights or make void. You can choose to claim under Your Brightside Extended Warranty Cover or under The Act. Under section s36V of the Fair Trading Act, the consumer is entitled to a 5 day cancellation right of this Product. For further information about Your legal rights, We suggest You contact the Ministry of Business, Innovation and Employment (MBIE).

Comparison of Your rights

Features	Consumer Guarantees Act 1993	Brightside Extended Warranty Cover
Type of good or service covered	Applies to goods or services of a kind ordinarily acquired for personal, domestic or household use to the extent not acquired for resupply in trade, consuming in production/manufacture or repairing or treating in trade other goods or fixtures.	Applies to all types of products sold by Us, regardless of the ordinary usage of that product (subject to any exclusions in Your Brightside Extended Warranty Cover including for Accessories). Products used partly or wholly for commercial or business purposes or, products/parts which have a manufacturer's warranty of less than 3 months are not covered.
Term	Commences from date of purchase and ends after a 'reasonable period of time', as determined by factors applicable to the specific guarantee. More than one claim can be made as guarantees also apply to repaired and replaced goods.	Commences from the expiry of the Product Manufacturer's Warranty for Your Product and ends on the expiry of the Warranty Term. The Warranty Term will end at the earlier of: <ul style="list-style-type: none"> • 2, 3 or 4 years (as applicable – Your Receipt will identify which period is applicable) from the expiry of the Product Manufacturer's Warranty; • 5 years from the original date You purchased Your Product; or • 7 years from the date You purchased Your Product for White Goods; or • the time Your Plan otherwise ends (for example, if Your Plan is cancelled by You during the cooling-off period or Your Product is replaced under Your Plan).

Features	Consumer Guarantees Act 1993	Brightside Extended Warranty Cover
Coverage	Allows claims where The Act's guarantees have been breached. If the failure can be remedied, the supplier is able to choose to repair or replace the goods, or refund the purchase price. If the failure cannot be remedied, isn't remedied in a reasonable time, or is of a substantial character, then a consumer has the option to have the goods replaced or repaired, or receive a refund of the purchase price.	Please ensure Your Receipt is kept. Subject to the Terms & Conditions and Exclusions set out in Your Brightside Extended Warranty Cover, Our coverage will provide You with protection in the event that Your Product suffers a Covered Failure during the Warranty Term. There are two different types of coverage provided. The applicable coverage depends on eligibility based on the cost of the product being purchased. If the Original Purchase Price is less than \$500 We offer a Product Replacement Plan. If the Original Purchase Price is \$500, or more, We offer a Product Repair Plan.
Freight	If a product suffers from a fault, The Act allows reimbursement of the cost to send it for an assessment and to send a replacement to You.	If We request for Your Product to be sent to one of Our Authorised Repairers, We will cover any freight costs associated with the handling of Your Product, during the claims process. If Your Product requires a service call under Your Plan, We will cover all service call fees.
Consequential loss	Allows damages for any loss or damage to the consumer resulting from the failure (other than a reduction in value) which was reasonably foreseeable as liable to result from the failure. Also allows reimbursement for reasonable costs incurred in having failure remedied where supplier has failed to remedy within a reasonable time. Your claim under The Act can be greater than the Original Purchase Price.	Except where specifically mentioned under the headings 'Food spoilage' and 'Laundry', consequential losses or damage of any type, including loss of enjoyment, loss of intellectual or sentimental value of Your Product are excluded in Your Brightside Extended Warranty Cover.

Comparison of Your rights - Additional cover

Features	Consumer Guarantees Act 1993	Brightside Extended Warranty Cover
Cover for wear and tear and environmental factors.	Yes, if the goods do not comply with one of the statutory guarantees.	Yes, Subject to the Terms & Conditions and Exclusions set out in Your Brightside Extended Warranty Cover, If Your Product suffers a Covered Failure as a result of normal wear and tear, dust, internal overheating, humidity or condensation at any time during the Warranty Term, Your Product will be repaired to normal working order.

Features	Consumer Guarantees Act 1993	Brightside Extended Warranty Cover
Food Spoilage	Yes, if the goods do not comply with one of the statutory guarantees and food spoilage is reasonably foreseeable as a result.	Yes, If Your Product is a fridge or freezer We will reimburse You for any food spoilage which occurs as a result of a Covered Failure. You will be required to supply proof of Your loss.
Laundry Cover	Yes, if the goods do not comply with one of the statutory guarantees and laundry costs are reasonably foreseeable as a result.	Yes, If Your Product is a washing machine or clothes dryer We will reimburse You for any reasonable laundering and/or drying costs (excluding any dry cleaning services) that You incur as a result of a Covered Failure. You will be required to supply proof of payment for laundry costs to support Your claim.
Transferable	Yes, but only if You give away Your Product.	Yes, If You sell or give away Your Product, You can transfer Your Brightside Extended Warranty Cover to the new owner at no charge.
Worldwide coverage	Yes, but You may have to return Your Product to New Zealand to be repaired or replaced.	Yes, If You are travelling outside of New Zealand, and the product is of a portable nature and is in Your possession, it remains covered anywhere in the world.
21 day repair guarantee	No, However, repairs must be completed in a reasonable time otherwise a replacement or refund can be sought.	Yes, Subject to Terms & Conditions, if We are unable to complete the repair of Your Product within 21 days, We will replace Your Product in accordance with the Product Replacement Terms outlined in Your Brightside Extended Warranty Cover.
Surge Protection	No, Unless the goods otherwise breach one of the guarantees in The Act.	Yes, We will cover Your Product under Your Brightside Extended Warranty Cover if it suffers a breakdown caused by electrical interference, power surge or voltage fluctuation.

You may also have additional rights under the Consumer Guarantees Act 1993 which are not set out in the tables above and which may be excluded under Your Brightside Extended Warranty Cover.

For further information and guidance, please refer www.consumerprotection.govt.nz/general-help/consumer-laws/consumer-guarantees-act/

Your Brightside Extended Warranty Cover in no way affects or limits any right or remedies You may have under the Consumer Guarantees Act 1993

Important Information

- The warrantor of Your Brightside Extended Warranty Cover is the selling retailer of the product whose name appears on the original purchase Receipt and/or Tax Invoice.
- This document sets out the cover provided if You purchase Brightside Extended Warranty Cover in conjunction with the purchase of Your Product.
- This Brightside Extended Warranty Cover is a service plan sold by Us in respect of appliances and products We sell. Your Brightside Extended Warranty Cover is not an insurance policy, nor are We insurers.
- If You have purchased more than one product on the same purchase Receipt, then Your Brightside Extended Warranty Cover will only cover those products specifically described on Your Receipt as being covered.
- A separate Brightside Extended Warranty Cover must be purchased for each product You required to be covered under Your Plan.
- Please ensure that You keep Your Receipt to describe and validate the purchase of Your Product. The Receipt constitutes proof of the purchase and in the event of a claim, the Receipt may need to be produced.
- You have a 21 day 'cooling off' period to let You review the coverage under this plan and to decide if it is right for You. This is in addition to Your statutory right to terminate. If You do not believe You require this cover simply return to the store within 21 days with Your Receipt and request cancellation and refund.

What is Covered

The cover described below is subject to the Terms & Conditions, Exclusions and Definitions set out in Your Brightside Extended Warranty Cover. Our coverage will provide You with extra protection in the event that Your Product suffers a Covered Failure during the Warranty Term.

There are two different types of coverage provided. The applicable coverage depends on eligibility based on the cost of the product being purchased. If the Original Purchase Price is less than \$500 We offer a Product Replacement Plan. If the Original Purchase Price is \$500, or more, We offer a Product Repair Plan.

Terms & Conditions

Product Replacement Plan

Eligibility: This Product Replacement Plan is only available on products where the Original Purchase Price is less than \$500.

The Cover: In the event Your Product suffers a Covered Failure under this Product Replacement Plan, We will replace Your Product with a new product rather than repair it.

Your Product Replacement Plan comes to an end if We settle Your claim by replacing Your Product or by paying You what it would cost Us to replace Your Product to its nearest equivalent. The value of any cash settlement that We give You under Your Plan will not exceed the Original Purchase Price.

Product Replacement Terms: In the event that We replace Your Product, We will take into account features, quality and specifications of the original item as well as availability of the technology. The replacement item is chosen at Our sole discretion. Occasionally a refurbished device may be supplied.

Due to changes in product technology and availability, the replacement product We supply under Your Plan may have a lower purchase price and is not limited to the original manufacturer brand of Your original product. We will not refund to You any difference between the Original Purchase Price and the current replacement cost.

When a suitable replacement is not available, We will give You a cash settlement for what it would cost Us to replace Your Product. If the current replacement cost exceeds the Original Purchase Price the most We will pay is the Original Purchase Price of Your Product.

Payment to You or replacement of Your Product shall constitute fulfilment of Your Plan. The period of cover will then cease and the original covered product becomes the property of Brightside Co (NZ) Limited.

Product Repair Plan

Eligibility: This Product Repair Plan is only available on products where the Original Purchase Price is \$500 or more.

The Cover: Under the Product Repair Plan, if Your Product suffers a Covered Failure at any time during the Warranty Term, Your Product will be repaired to normal working order. Coverage applies even in circumstances where the need to repair Your Product arises due to normal wear and tear and the Covered Failure does not amount to a major or minor failure to comply with one of the consumer guarantees under The Act.

Where the failure is a result of a faulty accessory, which is not listed as an Exclusion, which came with Your Product, We will either repair or replace the accessory only. The decision to repair or replace the accessory is at Our sole discretion.

Product Repair Terms: In repairing Your Product the parts used by the repairer may be new, used or refurbished in accordance to suitability and availability of supply. All parts used will hold a minimum guarantee period regardless of Warranty Term.

If Your Product is not economically repairable, We will, at Our sole discretion replace Your Product with a new or refurbished product in accordance with the Product Replacement Terms set out above.

Warranty Term

Your agreement with Us (Your Plan) is valid from the date You purchase Your Plan. The cover commences from the expiry of the Product Manufacturer's Warranty for Your Product. If Your Product is replaced by the manufacturer or Us as the retailer, Your Plan and the expiry date of Your Plan remains the same. Your Plan ends when the Warranty Term ends. The Warranty Term will end at the earlier of:

- 2, 3 or 4 years (as applicable – Your Receipt will identify which period is applicable) from the expiry of the Product Manufacturer's Warranty;
- 5 years from the original date You purchased Your Product; or

- 7 years from the date You purchased Your Product for White Goods; or
- the time Your Plan otherwise ends (for example, if Your Plan is cancelled by You during the cooling-off period or Your Product is replaced under Your Plan).

Where Your Product has a Manufacturer's Warranty period of less than 12 months, The Warranty Term will end 2 years from the expiry of the Product Manufacturer's Warranty. You are only covered under Your Plan for Covered Failures that occur after the expiry of the Product Manufacturer's Warranty. The cover will not apply to the extent Your Product is otherwise covered and able to be claimed under the applicable Product Manufacturer's Warranty.

Additional Coverage Benefits

We will provide the following additional covers as part of Your Brightside Extended Warranty Cover during the Warranty Term.



No Lemon Guarantee

This benefit is only applicable to Product Repair Plan.

If Your Product has had 2 repairs for Covered Failures under Your Plan and Our Authorised Repairer confirms that Your Product will require another repair under Your Plan during the Warranty Term, We will replace Your Product in accordance with the Product Replacement Terms outlined in this document (see page 8).

For the purposes of the 'no lemon guarantee', preventative maintenance checks, consumer requested alignments, cleaning, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, mouse repairs/replacements, computer software related problems, 'no fault found' diagnosis and returns to Our Authorised Repairer within 30 days are not considered to be repairs. The 'no lemon guarantee' does not apply to ice makers, computer keyboards and speakers, removable and rechargeable laptop batteries.



Fully Transferable

If You sell or give away Your Product, You can transfer Your Plan to the new owner at no charge. Simply call Us on 0800 BRIGHT (0800 274 448).



Wear and Tear

We will cover You under Your Plan if Your Product fails as a result of reasonable wear and tear, and it affects the functionality or operation of Your Product, subject to an assessment authorised by Us.



Food Spoilage

If Your Product is a fridge or freezer We will reimburse You for any food spoilage which occurs as a result of a Covered Failure. You will be required to supply proof of Your loss.



Laundry Care

If Your product is a washing machine or clothes dryer We will reimburse You for any reasonable laundering and/or drying costs (excluding any dry cleaning services) that You incur as a result of a Covered Failure. Your Product must be out of service for more than ten (10) consecutive days from the time of the first service call to assess Your Product failure or fault. You will be required to supply proof of payment for laundry costs to support Your claim.



Freight & Service calls

If We request for Your Product to be sent to one of Our Authorised Repairers, We will cover any freight costs associated with the handling of Your Product, during the claims process. Where possible We may ask You to deliver Your Product to one of Our Authorised Repairers. If Your Product requires a service call under Your Plan, We will cover all service call fees.



Surge Protection

We will cover Your Product under Your Plan if it suffers a break down caused by electrical interference, power surge or voltage fluctuation.



21 Day Repair Guarantee

This benefit will only apply to repairs completed in New Zealand.

If We are unable to complete the repair of Your Product within 21 days, We will replace Your Product in accordance with the Product Replacement Terms outlined in this document (see page 8).

The 21 day repair guarantee commences from the date which Our Authorised Repairer receives Your Product and ends on the date upon which Our Authorised Repairer sends to You or makes available to You, Your Product, after completing the repair.

Any period where You are unavailable for Your Product to be picked up or delivered will not form part of the 21 day repair guarantee.



Worldwide Coverage

If You are travelling outside of New Zealand, and the product is of a portable nature and is in Your possession, it remains covered anywhere in the world.

In the event of a Covered Failure occurring to Your Product whilst You and the product are travelling together outside New Zealand, We require You to contact Us by email at customerservice@brightsidecover.co.nz before arranging repairs.

We will respond and if You are in Australia, Ireland, New Zealand or Singapore We will advise You of where to take the product to be repaired. Outside these countries You may be required to locate a suitable and convenient repairer and pay for the repair and claim the cost back from Us. You will be required to provide Us with a copy of the fault confirmation from the repairer along with an itemised invoice of the repair costs in order to have Your reimbursement approved under Your Plan.

Data Storage

If Your Product with Brightside Extended Warranty Cover is capable of storing User Generated Data and You give Us Your Product for any reason You acknowledge that Your User Generated Data may be lost. We do not guarantee that Your User Generated Data will be preserved as part of the claims process.

You must take adequate measures to preserve Your User Generated Data on Your Product. We recommend that You back up all Your User Generated Data before You provide Us with Your Product with Brightside Extended Warranty Cover for the purpose of being assessed or any other process provided by Us.

If Your User Generated Data is lost or corrupted by Us during the claim process or any other process, then subject to any rights you may have under The Act, We are not liable to You for the loss, corruption or destruction of Your User Generated Data.

How to make a claim?

If Your Product breaks down during the Manufacturer's Warranty period (i.e. before the commencement of the Warranty Term), contact the manufacturer to remedy the fault under the terms of the Manufacturer's Warranty. You may also be entitled to alternative rights and remedies from the selling retailer and/or the manufacturer under The Act.

If You are claiming under Your Plan during the Warranty Term, before You call please conduct a basic check of Your Product, check the manufacturer's product manuals and instructions, as this will often pinpoint what is wrong and advise You how to remedy the issue.

If the problem still persists, You can choose either to:

- call Us on 0800 BRIGHT (0800 274 448) Monday to Friday 8:30am to 5:30pm (excluding public holidays). One of Our friendly team will verify Your details and assist You with Your claim. Please have Your Receipt ready before phoning.
- enforce Your rights and remedies against Us if there has been a breach of a consumer guarantee under the The Act (for details of Our returns policy contact Us).

You must call Us prior to arranging repair or replacement of Your Product, any costs associated with repair, removal or installation of Your Product will not be paid unless first approved.

We may require Your Product to be assessed. This may be done by one of Our Authorised Repairers, otherwise arrangements will be made for a service agent to contact You. We will advise You if We need an assessment and how that assessment will be made.

Where We determine that the claimed failure is not covered by Your Plan, You will be responsible for the costs of the dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and/or replacement costs).

How complaints/disputes are resolved

If a problem does arise, please call Us on 0800 BRIGHT (0800 274 448) or email: complaints@brightsidecover.co.nz or put the complaint in writing and send Your complaint to:

The Complaints Manager
Brightside Co.
PO Box 84-458, Westgate
Auckland 0657, New Zealand

Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within 15 working days of receiving Your complaint.

Privacy Statement

We are committed to complying with the Privacy Act 2020 (NZ) and protecting Your Privacy is important to Us.

We collect personal information from You, including information about Your:

- name
- contact details
- interactions with Us
- billing or purchase methods

We collect Your personal information in order to:

- arrange Your Brightside Extended Warranty Cover and provide it to You, and
- receive payment from You, and
- investigate and pay claims under Your Brightside Extended Warranty Cover.

If You choose not to provide this personal information to Us, We will not be able to provide Your Brightside Extended Warranty Cover to You.

Besides Our staff, We share this information with:

- the party You purchased Your Product from, and
- Our related companies, and
- Our claims service providers.

in order to achieve the purposes of collection referred to above.

We keep Your information safe by storing it securely on servers that may be in New Zealand or overseas.

You have the right to ask for a copy of any personal information We hold about You, and to ask Us to correct it if You think it is incorrect. If You would like to ask for a copy of Your information, or to have it corrected, please contact Us at 0800 274 448.

Exclusions

What is not covered

Nothing in this Brightside Extended Warranty Cover excludes, restricts or modifies Your rights under the The Act.

Your Plan does not cover:

1. Any part/s of Your Product that are supplied with a Manufacturer's Warranty period of less than 3 months;
2. Your Product if it is used partly or wholly for commercial or business purposes (rather than domestic, household or personal use);
3. Faults or failures covered by the manufacturer during the Manufacturer's Warranty period under the Manufacturer's Warranty Terms;
4. Your Product if it has had the manufacturer's serial number removed or altered;
5. Defects or design faults that are covered by the original product manufacturer or distributor whether or not through the process of a product recall;
6. Repairs carried out by repair agents that are not authorised by Us;
7. Repairs or replacements that have been organised without following the claims procedure listed in this document or without Our authority;

8. Except where specifically mentioned in Your Plan, costs associated with freight, transportation or delivery for Your Product;
9. Service calls, repair costs or replacement costs where the fault is not covered under Your Plan;
10. Except where specifically mentioned in Your Plan, costs associated with installation, uninstalling, dismantling, or re-installation of Your Product;
11. Costs associated with any failure that occurs during transportation, installation, uninstalling, dismantling or re-installation of Your Product unless by Our Authorised Repairer;
12. Except where specifically mentioned in Your Plan under the headings 'Food spoilage' and 'Laundry', consequential losses or damage of any type, including loss of enjoyment, loss of intellectual or sentimental value of Your Product;
13. Costs associated with routine maintenance and servicing such as cleaning, adjustments, lubrication, alignments, reprogramming, tuning or upgrades;
14. Accidental damage of any type or from any cause that is not one of the Covered Failures expressed to be covered under Your Plan;
15. Any additionally purchased accessories, which did not come with Your Product;
16. The following accessories, irrespective of whether they came with Your Product: headphones, microphones, cords and cables, ancillary game controllers, 3D glasses and memory cards, cases & site bags, brushes, chucks, driver & drill bits, power tool attachments, blades and cutters, bars & chains, cutting equipment, ropes, measuring devices, nose caps, fuel hoses;
17. Covered Failures of Your Product caused by:
 - 17.1 negligence, Accidental or deliberate misuse or unauthorised alterations;
 - 17.2 liquid penetration;
 - 17.3 infestations of vermin, pests, insects or animals including domestic pets;
 - 17.4 cosmetic damage or Accidental damage from any cause;
 - 17.5 rust, corrosion or mould;
 - 17.6 abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage;
18. Consumption or failure of any consumables, including but not limited to batteries, fuses, belts, burners, blades, spark plugs, filters, bulbs, globes, LED's, lamps, user replaceable elements, toners, drums and print heads;
19. Monitors or televisions as a result of burned phosphor, screen burn or finger prints;
20. Speakers as a result of overloading;
21. Software, data or removable data medium caused by the Mechanical Failure or Electronic Failure of Your Product;
22. Any single claim amount which exceeds the Original Purchase Price of Your Product (except for the repair of Your Product);
23. Any failure of Your Product to properly operate outside the Warranty Term of Your Plan.

Definitions

Accidental

means an event You did not intend or expect to happen.

The Act

means the Consumer Guarantees Act 1993 (NZ) as amended from time to time.

Covered Failure

means a breakdown of Your Product as a result of:

- Electronic or Mechanical Failure;
- power surges;
- electrical interference;
- normal wear and tear affects the functionality or operation of Your Product; or environmental factors such as dust, overheating, internal humidity or condensation, unless otherwise excluded.

Electronic or Mechanical Failure

means a sudden or unforeseen failure of:

- a component that forms part of or is connected to the electrical or electronic system within Your Product (such as micro-processors, capacitors and resistors and transformers); or
- a moving or stationary part of Your Product that is not directly connected to the electrical or electronic system (such as levers and cams);
- a powered (which can be either electrical, air powered, fuel powered or gas powered) or motorised units of Your Product, unless otherwise excluded.

Manufacturer Warranty

means the original in box warranty coverage provided by the manufacturer of the product.

Original Date of Purchase

means the date shown on Your Receipt.

Original Purchase Price

means the amount shown on the Receipt being the cost of Your Product (inclusive of GST and any discounts).

Our Authorised Repairer

means a repairer We nominate who is capable of repairing Your Product at the time of the fault or failure. Please contact Us to locate Our Authorised Repairer nearest to You.

Product Replacement Terms

means the paragraphs in this document under the heading 'Product Replacement Terms'.

Receipt

means the Receipt and/or tax invoice for the purchase of Your Product and Your Plan.

User Generated Data, Your Data

All data generated by You and stored on or in Your Product. For example, songs, photos, telephone numbers, electronic documents and computer programmes.

White Goods

means large electrical appliances used domestically including but not limited to air conditioners, portable heating and cooling units, refrigerators, freezers, cooktops, ovens, range hoods, dishwashers, washing machines and clothes dryers.

You, Your

means the person or persons or business named as the purchaser on the original purchase Receipt and/or Tax Invoice and who legally owns the product.

Your Plan, Your Brightside Extended Warranty Cover

means the Brightside Extended Warranty Cover that You have purchased with Your Product and is made up of this document and the Receipt.

Your Product

means the product that:

- You purchased new (except when Your Plan was transferred to a new owner of the covered product as stated in this document);
- is used solely for domestic, household or personal use;
- is located predominantly in New Zealand;
- is named on the Receipt;
- is shown to be covered under Your Plan.

Warranty Term

means the period during which You have cover under Your Plan as set out under the heading Warranty Term.

We, Us, Our

means Brightside Co (NZ) Limited and its Retailers, appointed by Us or acting on Our behalf.



Contacting the Brightside Cover team

If You need to contact Us for any reason, please contact Brightside Cover team on:

Phone: 0800 BRIGHT (0800 274 448)

Monday to Friday 8:30am to 5:30pm (excluding public holidays); or

Email: customerservice@brightsidecover.co.nz; or

Write to: Brightside Cover
PO Box 84-458, Westgate
Auckland 0657, New Zealand

Got questions? We'd love to chat.

0800 274 448

brightsidecover.co.nz

Brightside Extended Warranty Cover is provided by the selling retailer of the product and is administered by Brightside Co (NZ) Limited trading as Brightside Cover NZ Business Number 9429041844151, a leader in warranty services.

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