

STAFF CODE OF CONDUCT FOR FAULTY GOODS

The Good Guys staff are obligated to ensure that your ACL rights are NOT limited in any way.

Limiting your rights may include:

- Informing you that the manufacturer is solely obligated to remedy your faulty product
- Refusing to refund, replace or repair a product that is faulty and became faulty through no fault of your own within a time-frame considered reasonable under The Good Guys Minimum Voluntary Warranty Policy or the ACL
- Failing to escalate or properly address any dispute you have in relation to any minimum timeframes and minimum remedies outlined in this document
- Failing to assist in a courteous and timely manner with a remedy that is in accordance with The Good Guys Minimum Voluntary Warranty Policy
- Redirecting you to another The Good Guys store because your original purchase was made there

If at any time you feel that The Good Guys staff conduct is not in accordance with these guidelines, ask to speak to the Store Manager or Manager on Duty.

EXPENSES OF CLAIMING UNDER THE GOOD GUYS WARRANTY POLICY

If your goods are faulty and you are entitled to a remedy under The Good Guys Minimum Voluntary Warranty Policy, The Good Guys will bear your reasonable expenses of making a claim under the Policy. This includes arranging and paying for, or reimbursing, the reasonable cost of the transport of the goods to and from your nearest store and/or to any repair agent, provided that you contact us in advance and obtain our prior approval.

MORE INFORMATION

For more information regarding Consumer Guarantees, Your Rights and the Australian Consumer Law visit the Australian Competition & Consumer Commission (ACCC) website: <http://www.accc.gov.au/consumers/consumer-rights-guarantees>

Refunds & Warranties

Understanding Your Rights

Home Appliances, Technology,
Consumer Electronics,
Heating & Cooling Products

The Good Guys Discount Warehouses (Australia) Pty Ltd

Podium Level, 60 City Road, Southbank VIC 3006, Australia

ACN 004 880 657 | ABN 48 004 880 657

Phone: (03) 9330 5300

Web Contact: <https://www.thegoodguys.com.au/contact-us>

THE GOOD GUYS®

Voluntary Warranty Guide February 2020

The Good Guys Discount Warehouses (Australia) Pty Ltd (ABN 48 004 880 657)

THE AUSTRALIAN CONSUMER LAW & YOUR RIGHTS

The Australian Consumer Law (ACL) protects consumers by giving them certain guaranteed rights when they buy goods and services.

For example, the ACL requires that goods must be free of defects and do what they are meant to do. Services must be carried out with care and skill. These rights, which the ACL says automatically apply whenever goods or services are supplied to a consumer, are called 'Consumer Guarantees'.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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 failure does not amount to a major failure.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect given factors including the cost and quality of the product or any representations made.

THE GOOD GUYS REFUND & WARRANTY POLICIES

The Good Guys will provide a refund, replacement or repair in accordance with The Good Guys Minimum Voluntary Warranty Policy set out in this document. This Policy only sets out the minimum time periods within which The Good Guys will offer you a refund, replacement or repair and your rights under the ACL may extend beyond these time periods.

To obtain a refund or any other remedy please visit or call your nearest The Good Guys store or contact us via our website at www.thegoodguys.com.au/help-centre. You will be required to provide proof of purchase from The Good Guys. The Good Guys needs to be satisfied that the product is faulty, the cause of the fault and that the problem with the goods was not your fault. The Good Guys reserves the right to have goods assessed within a reasonable time frame by the manufacturer to determine this, including whether the goods are defective or simply require some form of basic troubleshooting.

In most circumstances faulty goods would have been sold complete with out of the box accessories such as remotes, controllers, power cords, battery chargers and connectivity cables. It is a requirement for the fulfilment of refunds, exchanges and replacements that customers have used their best endeavours to return faulty products complete with the out of the box accessories supplied at the time of the original purchase.

The Good Guys reserves the right to not provide a remedy in accordance with The Good Guys Minimum Voluntary Warranty Policy where the product has been used predominantly in a commercial or business environment or for commercial or business purposes and The Good Guys has not, prior to purchase, expressly advised that the product is designed for that environment or purpose. In such circumstances you may still have the rights against The Good Guys under the ACL.

Returned Product Status	Policy	Time Limit	Exclusions and Other Conditions
Faulty Product, with packaging in any condition or packaging discarded	Refer to Minimum Voluntary Warranty Policy Guide		
Unused & Unopened, packaging in good condition (product not faulty) – eg: change of mind	100% Refund	30 Days	Excludes Commercial Sales. The cost of delivery, and the value of store credits will not be refunded. No refund allowed for change of mind for PC Games or Computer Software
Faulty CDs, DVDs, PC Games & Computer Software with packaging in any condition or packaging discarded	100% Refund	90 Days	Any included digital redemption code must also be returned

Refund may be available after stated time limit if breach of Consumer Guarantees.

Pre-Paid Service Cards eg: Telstra Pre-Paid, Xbox Live, Digital Products and Subscriptions: Apart from The Good Guys Gift Cards, if you experience activation problems with Pre-Paid Cards or Special Activation Codes provided by third parties we recommend you contact the third-party service provider support centre for assistance in activating any credit entitlement as The Good Guys is unable to independently determine the validity of any of these codes. If the third-party remedy is not to your satisfaction and you believe the product breaches a consumer guarantee, then The Good Guys can provide a refund.

Services and Installations: For information relating to warranties for Services and Installations sold by The Good Guys Home Services, please go to www.thegoodguys.com.au/home-services-terms-and-conditions

MANUFACTURER ASSISTANCE

Many manufacturers have dedicated support centres designed specifically to deal with issues in relation to their products and may even provide in home support and advanced trouble shooting. In many circumstances the manufacturer may therefore be able to provide a quicker assessment of, and remedy for, any issue with your product, even if the manufacturer's warranty has expired. You may therefore prefer to contact the manufacturer rather than The Good Guys, although you are not obliged to do this and, if at any time you are not satisfied with the manufacturer's remedy in relation to your legal rights, you can contact the Store Manager of your nearest The Good Guys store for assistance.

MINIMUM VOLUNTARY WARRANTY POLICY GUIDE

All Products (Excluding Computers, Tablets and Split Systems)

Original Purchase Price	<3 Months	<6 Months	<12 Months	<2 Years	<2.5 Years	<3.5 Years	<5 Years
< \$500							
> \$500							
> \$1000							
> \$2000							
> \$4000							

Computers and Tablets

Original Purchase Price	<3 Months	<6 Months	<12 Months	<2 Years	<2.5 Years	<3.5 Years	<5 Years
< \$500							
> \$500							
> \$1000							

Split System Air Conditioners

Original Purchase Price	<3 Months	<6 Months	<12 Months	<2 Years	<2.5 Years	<3.5 Years	<5 Years
< \$500							
> \$500							

THE GOOD GUYS or the manufacturer will determine, at no cost to the customer, whether the product is faulty and the cause of the fault within a reasonable time frame. We may need to perform this assessment at your premises. In the event of a fault and if the product is determined faulty through no fault of the customer, then the customer can request an exchange or refund of the original purchase price. Alternatively, customers can request repair free of charge in accordance with the manufacturer's warranty. If the product is a Big & Bulky product (i.e. white goods, large/fixed kitchen goods, air conditioners and certain TVs), then if possible The Good Guys will organise with the manufacturer to repair the product at your premises because this is generally the most convenient remedy. If you are not satisfied with this remedy, see the blue section below for seeking a remedy under the ACL.

THE GOOD GUYS or the manufacturer will determine, at no cost to the customer, whether the product is faulty and the cause of the fault within a reasonable time frame. We may need to perform this assessment at your premises. In the event of a major failure or minor defect and if the product is determined faulty through no fault of the customer, then the customer can request repair free of charge by an approved manufacturer's repairer. If the goods cannot be repaired within a reasonable time frame the customer can request that The Good Guys replace the product. The Good Guys will then replace the product with a new or used product of the same brand that has similar features. In some circumstances the provisions under the ACL may still provide for an automatic replacement or full refund of the original purchase price. See the blue section below for seeking a remedy under the ACL.

Whilst individual circumstances may vary and the law is uncertain, the policies set out above are intended to provide you with remedies that The Good Guys believes in most circumstances to be consistent with your statutory rights under the ACL in the event of breach of a Consumer Guarantee relating to faulty products. However, these policies are in addition to, and do not limit your rights with respect to, Consumer Guarantees or any other rights and remedies that you have under the law in relation to the goods sold by The Good Guys. If you are not satisfied with a remedy under the The Good Guys Minimum Voluntary Warranty Policy you can discuss your concerns with a The Good Guys Store Manager who is authorised to provide an alternative remedy where appropriate. If the Store Manager believes that The Good Guys remedy is adequate but you are not still satisfied that your ACL rights are being appropriately observed, you can submit your concerns in writing to our ACL Warranty Claims Officer by completing the contact form at www.thegoodguys.com.au/product-faults-and-consumer-guarantees for further consideration by The Good Guys.