ComfortMark<sup>™</sup> RANGE

Comfortable, Healthy Sleep for You RECOMMENDED BY FURNITURE MAKERS



# ComfortMark® Mattress Protector

Including a Product Warranty

WARRANTY NUMBER

> Guardsman ComfortMark Mattress Protector Including a Product Warranty ("Guardsman Product Warranty") Supplied by Guardsman Australia Pty Ltd ABN 34 079 889 900

ComfortMark II 5 Year Warranty ComfortMark III 10 Year Warranty ComfortMark IV 10 Year Warranty ComfortMark Tencel 10 Year Warranty

- Be sure to carefully read through your Product Warranty
- Promptly report any claim to Guardsman
- Keep this booklet with your important papers

Congratulations on your new mattress investment. Any investment should be cared for, and by purchasing a Guardsman ComfortMark Mattress Protector, you have peace of mind that your investment is covered by the most comprehensive bedding product warranty in the market.

The ComfortMark Range of Mattress Protectors will provide you with protection against all liquid stains, including incontinence and bed wetting, food and beverage stains and accidental damage.

This guide, as well as giving you product warranty details, has many helpful tips on how to get the most from your Guardsman ComfortMark Mattress Protector purchase. Please take a few minutes to read and understand the information contained and keep this guide in a convenient place for future reference.

# PRODUCT WARRANTY

TERMS AND CONDITIONS

By using the Guardsman ComfortMark Mattress Protector ("Protector") at all times you will receive, for the above determined years from the date of purchase of the Protector including the warranty, the following benefits outlined below:

- 1 The ComfortMark® Protector will help protect the mattress against:
  - Food and beverage stains
  - Human and pet bodily fluids
  - Ink stains
  - Accidental damage
- 2 The ComfortMark Mattress Protector including a Product Warranty must be purchased at the same time and place as a new Mattress. The benefits outlined in this warranty document only apply to the Mattress purchased at that time.
  - a The Protector and the mattress must be delivered to you soil and damage free.
  - b The Warranty applies to the original purchaser only and is not transferable.
  - c The Warranty is valid in Australia and New Zealand and is only valid for private and domestic use (does not apply to commercial purposes such as hotels, rental properties, boarding houses etc).
- 3 If the Protector is stained or damaged and cannot be cleaned using the guidelines included in the warranty booklet, Guardsman® will replace the protector at no cost to you up to a maximum of 2 times during the specified period of warranty.
  - a Upon the maximum number of 2 replacements of the Mattress Protector this Warranty will be deemed to be at an end and Guardsman will have no further obligation under the Product Warranty.

- 4 If while using the Protector the Mattress becomes stained or damaged as a result of the failure of the Protector, Guardsman will arrange for the Mattress to be cleaned or repaired by a professional technician at no cost to you.
  - a You must notify Guardsman within 5 days of the stain occurring so that we have the best chance of removing the stain
  - b You must be able to identify the cause of the stain. If you cannot identify the cause of the stain, then Guardsman's obligation under this warranty is limited to 1 visit from a professional cleaning technician to clean that stain and the additional benefits in clause 5 do not apply.
- 5 Should the technician be unable to clean or repair the stained or damaged mattress, Guardsman will replace the mattress at no cost to you.
  - a In this case Guardsman's liability is limited to a maximum amount of the original purchase price for the Mattress acquired at the same time and place as the Protector or Guardsman's cost price, whichever is the lesser.
  - b Once a replacement is made, the ownership of the Mattress is relinquished to Guardsman.
  - c The replacement mattress is not eligible for further coverage under this or any other ComfortMark® Product Warranty, and Guardsman's obligation under this Warranty will be deemed to have been completed and the Warranty will come to an end.
- 6 This Warranty will cease immediately if the Protector has not been used to protect the mattress.
- 7 This is not a general cleaning contract and does not cover soiling from everyday use or stains that accumulated over time. If you wish to clean the Mattress, please contact Guardsman customer service for the details of a recommended cleaning technician.

## PRIVACY POLICY

Guardsman Australia Pty Ltd and its affiliates (Guardsman, us, we) respect your right to privacy. This policy summarises what personally identifiable information we collect, and how we use and disclose this information. This policy also describes other important topics relating to your privacy.

#### INFORMATION COLLECTION

Guardsman will collect personally identifiable information (such as name, title, company name, address, telephone number, or e-mail address) that you provide through our web site, e-mail correspondence, by registering a warranty or by requesting information from us or when you otherwise contact us in person. We will also collect general information (such as the type of browser you use, the files you request, and the domain name and country from which you request information) to improve our website and better meet your needs.

If you enter into a transaction (such as a purchase) at this website, you will be required to provide information that is needed to complete the transaction, including your name, shipping address, product selection(s), and your payment information. We do not keep any credit or other payment information longer than is necessary in order to comply with legal, tax, and auditing requirements. Other information you provide may be added to our company database(s).

We may passively collect information that is automatically sent to us by your web browser or your internet service provider. This information typically includes your domain name, your user name, and your numerical IP address. The amount of information sent by your web browser depends on its settings. Please refer to your browser if you want to learn what information it sends. We use this type of information to see which web pages you visit at our website, which website you visited before coming to our website, and where you go after you leave our website. We can then develop statistics that help us understand how our visitors use our website and how we can improve it.

We may actively obtain information about you by installing a marker on your computer commonly called a "cookie." Cookies enable us to know you by a computer-generated, unique identifier. By providing you with a unique cookie, we are able to create a database of your previous choices and preferences, and in situations where these choices or preferences need to be collected again; they can be supplied by us automatically, saving you time and effort. For example, after you purchase a product once, if you need to purchase it again, your previous selections for colour or other features will have been retained, and can be reentered more quickly. Your computer may be specially configured to reject cookies; please refer to your browser for more information. Many Guardsman websites will allow you to visit without accepting cookies, but some features of our websites may not work properly if you choose to reject cookies. Some of our sites may use third-party advertising technology to serve ads when you visit our website and sites upon which we advertise. This technology uses information about your visits to this website and the sites upon which we advertise, to serve our ads to you. In the course of serving our advertisements to you, a unique third-party cookie may be placed or recognised on your browser. In addition, these sites may use web beacons, provided by our thirdparty ad server, to help manage and optimise our online advertising. These web beacons enable our ad server, on our behalf or on behalf of our agent, to recognise a browser's cookie when a browser visits this site, and to learn which banner ads bring users to our website. Our third-party ad server is performing its functions on our behalf or on behalf of our agent, and we may, directly or indirectly, instruct such ad server to enable other service providers to receive information about our site related to our online advertising. To learn more about our third-party ad-serving partner, cookies, and how to "opt-out" please visit: guardsmanaustralia.com.

#### USE OF INFORMATION

The information will be used by Guardsman, eg, to respond to your inquiries, process your orders, supply you with requested information on Guardsman products and services or track orders you place with Guardsman. In addition, authorised third parties may be utilised by Guardsman to collect, track and process such information. If you would like to access your personal information and have it either removed or modified if it is incorrect, please contact us at privacy@guardsmanaustralia.com. We will use reasonable efforts to comply with your request.

You do not have to provide us with your personal information but, if you do not provide us with the information we require, we may not be able to provide you with the products and services that you request.

Guardsman may use any of the information gathered at this website (other than credit information) for any legal purpose. We may analyse personal information for historical, statistical or scientific purposes, or we may store the personal information for your convenience should you return to this website in the future. We may also use your personal information to investigate security breaches or cooperate with government authorities pursuant to a legal matter. Personal information collected online may also be combined with information you have provided to Guardsman through other sources such as product registrations, call centres, or publicly such as at trade shows or seminars.

In addition, we may have collected similar information from you in the past, before our Privacy Policy took effect. By using this website you agree to the terms of this privacy policy. By agreeing to the terms of this privacy policy you are consenting to our continued use of previously collected information under the terms of this privacy policy.

## DISCLOSURE OF INFORMATION

We take reasonable steps to protect your personal information from misuse, interference, loss and unauthorised access, modification or disclosure. It may be necessary, if required by law or if pertinent to judicial or governmental investigations, to release your personally identifiable information.

We may share your information with third parties including contractors, dealers, distributors and retailers (Service Providers). An example of a Service Provider is a data processing contractor that operates computer systems on our behalf. If you provide Guardsman with your information, you consent to the terms of this Privacy Policy and to the transfer and storage of that information by our Service Providers located in Australia as well as in the US and the UK. In respect of your consent to the disclosure of your personal information by us to persons who are not in Australia, the US and UK, you acknowledge and understand that we will not take reasonable steps to ensure that the Overseas Recipients do not breach the Australian Privacy Principles in relation to that information and we will not be liable to you for any breaches of those principles by an Overseas Recipient.

#### CHILDREN AND PARENTS

Guardsman does not intend to collect personally identifiable information from children without permission of the child's parent or legal guardian. Children should submit personally identifiable information to Guardsman only with the explicit permission of their parent or legal guardian. Where appropriate, Guardsman will instruct children not to submit personal information. If your child has submitted personal information and you would like to request that such information be removed, you may do so as indicated above, and Guardsman will use reasonable efforts to comply with your request.

### COMPLAINTS

If you wish to make a complaint about a breach of the Australian Privacy Principles, you can contact us via the contact details below. We will promptly investigate your complaint and contact you in writing to notify you of the steps we will take to attempt to resolve your complaint.

## CONTACT DETAILS

Telephone:	02 8867 3333
Email:	privacy@guardsmanaustralia.com
Post:	Level 4, 2 Burbank Place, Norwest Business Park
	Baulkham Hills NSW 2153

OTHER IMPORTANT INFORMATION

The Guardsman website may contain links to other sites. We do not endorse or otherwise accept responsibility for the content or privacy policies of those sites.

Guardsman is a global company with websites and computer facilities located in many countries. People from almost anywhere in the world can access our websites. We comply with the law of the country where our websites are located or directed.

Guardsman reserves the right to modify this privacy policy at any time. We will promptly reflect any such modifications in these web pages.

# WARRANTY EXCLUSIONS

THE GUARDSMAN PRODUCT WARRANTY DOES NOT COVER:

- a Stains or damage caused prior to or during delivery
- b Stains or damage as a result from mishandling, abuse, neglect or deliberate act, normal wear and tear, sunlight, fire, lightning, explosion, earthquake, malicious act, flood water damage, aircraft, impact, theft or any attempt there at.
- c Stains or damage from animals and any odour resulting from any stain.
- d Dye transfer from non-colour fast fabrics.
- e Third party property damage and/or third party bodily injury.
- f This Guardsman Product Warranty does not cover any defects which are subject to manufacturer's recall or which are covered under a manufacturer's program of reimbursement.

# THE SECRET TO STAIN REMOVAL

Any spill, stains or spot is like cement in the way it works - the longer you leave it the harder it gets!

- Act immediately on the accidental spill for easy removal.
- Within one hour the stain has had a chance to sink and settle into the fabric.
- By the following day the stain is set in and will take a great deal of effort, not to mention cleaning chemicals, to remove.

The key to stain removal is to act immediately!

## GENERAL CLEANING INSTRUCTIONS FOR THE GUARDSMAN COMFORTMARK RANGE MATTRESS PROTECTORS.

The beauty, as well as the durability of most fabrics, is dependent on their cleanliness. Periodic cleaning will be the best defence against overall soiling.

- Machine wash up to 60C
- May be tumble dried up to 40C
- Do not bleach
- Do not iron
- Do not dry clean
- · Do not use solvents

Your Guardsman Mattress Protector including a product warranty protects against permanent spots and stains. It does not cover general soiling. Regular cleaning of the Mattress Protector will remove general soiling and help extend the life of the Mattress.

## WARRANTY SERVICE PROCEDURE

You have 3 options to obtain service under the Guardsman Product Warranty.

Call Guardsman Customer Service on the following Toll Free Phone numbers:

AUSTRALIA	1800 249 252
NEW ZEALAND	0800 422 343
FAX GUARDSMAN ON	+61 2 8867 3352
LODGE YOUR CLAIM ONLINE AT	www.guardsmanaustralia.com

The Guardsman Customer Service agent will need certain information

to assist with your enquiry or process your claim so please have the

following at hand when you make the call:

- · purchase details and a description of the mattress
- proof of purchase of the GUARDSMAN® COMFORTMARK® MATTRESS PRODUCT WARRANTY
- the Guardsman Product Warranty number on the front cover of your warranty booklet
- · specific details of the stain or damage and how it occurred
- you will also need to provide your name, address and day/evening telephone number

## DISCLAIMER OF LIABILITY

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

This warranty does not cover any defects which are subject to manufacturers recall or which are covered under a manufacturer's program of reimbursement. This is not a guarantee or promise relating to the nature of the material, workmanship or performance of the furniture. Under no circumstances shall coverage under the Guardsman Product Warranty extend to any loss or damage to a person or property, direct, consequential or incidental, arising from use or inability to use the Product. This Guardsman Product Warranty does not cover any defects which are subject to manufacturers recall or which are covered under a manufacturer's program of reimbursement. This is not a guarantee or promise relating to the nature of the material, workmanship or performance of any good to which a Product covered by the Guardsman Product Warranty has been applied. This Guardsman Product Warranty does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation.



# GUARDSMAN® COMFORTMARK® MATTRESS PROTECTOR INCLUDING A PRODUCT WARRANTY

SUPPLIED BY GUARDSMAN AUSTRALIA PTY LTD

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