

FUJITSU WINTER SALE 2019 TERMS AND CONDITIONS

HOW TO CLAIM AND ENTER

To be eligible to claim an eGift card, an eligible individual ("Entrant") must purchase an "Eligible Product" as set out in point 7 below, between 9:00am AEST Monday 15th July 2019 and 4:59pm AEST Monday 2nd September 2019 ("Promotional Purchase Period") from any participating Fujitsu retailer or dealer in Australia. All participating Fujitsu retailers and dealers will display advertising for this promotion.

For the purpose of this promotion, "purchase" is defined as a fully paid Eligible Product, with zero balance owing. If the customer has paid in cash, this must be clearly displayed on the invoice.

To claim an eGift card, the Entrant must complete the claim form online at www.fujitsugeneral.com.au/promotions/wintersale, inputting all of the requested details, including but not limited to, personal details, residential address (no PO Boxes), the outdoor model and serial number and indoor model number of the Eligible Product purchased, upload a copy of their proof of purchase (i.e. a valid tax invoice, purchase receipt, etc.) and proof of payment (i.e. a transaction receipt such as an EFT receipt, a bank statement, credit card slip showing the purchase, etc.) for the qualifying purchase, and successfully submit the fully completed claim form **by 4:59pm AEST on Monday 30th September 2019**.

The Entrant then has until 4:59pm AEDST on Thursday 31st October 2019 to lodge any additional or correct documentation should Fujitsu deem the original claim not valid. Fujitsu will not accept additional documentation submitted after this date.

The Entrant's full personal name must appear on all documentation provided to verify ownership and entitlement to claim the eGift card. Uploaded files must be submitted in PDF, JPEG or GIF format and must not exceed 2MB file size. If an Entrant is not able to upload documents, then they must be able to print off a copy of their claim form and then fax together with their proof of purchase and proof of payment documents to the Promoter 03 9660 1701. If the Eligible Product is paid for by cash, the Promoter may ask for evidence of this transaction from the supplier of the product(s) before fulfilling the claim.

Only one (1) claim per Eligible Product purchased is permitted. At the sole discretion of the Promoter, claim forms completed by third parties on behalf of Entrants may be rejected. Initial and most correspondence from the Promoter, its agents, contractors, service providers or prize suppliers to Entrants will be via email to the email address provided on the Entrant's claim form however we may also do a follow-up via SMS and phone call to the number provided on the claim form. If the Entrant requires any assistance in relation to completion or submission of the claim form, they can contact the customer call line on 1300 134 163.

ELIGIBILITY CONDITIONS AND REQUIREMENTS

1. Information on how to claim and enter, and details of the rewards and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Offer not valid in conjunction with any other offer.
3. The promotion is only open to Australian residents.
4. Purchases must be from any participating Fujitsu retailer or dealer in Australia. Purchases must be in the Entrant's personal name only.
5. Purchases from registered builders or commercial or residential developers and other entities that are not individuals as described in point 11 below are excluded from this promotion and will be ineligible if submitted.
6. Purchases must only be for domestic and residential use, and excludes non-residential applications.
7. Entrants must purchase a product as seen on the "eligible product list" noted below and also in the FAQ's section found at www.fujitsugeneral.com.au/promotions/wintersale ("Eligible Product").

ELIGIBLE PRODUCT LIST

Model Number	Reward
ASTG09KMCA	\$150 eGift Card
ASTG09KMCB	\$150 eGift Card
ASTG09LVCC	\$150 eGift Card
ASTG12KMCA	\$150 eGift Card
ASTG12KMCB	\$150 eGift Card
ASTG12LVCC	\$150 eGift Card
ASTG18KMCA	\$200 eGift Card
ASTG18KMCB	\$200 eGift Card
ASTG18LVCC	\$200 eGift Card
ASTG22KMCA	\$200 eGift Card
ASTG22KMCB	\$200 eGift Card
ASTG22LVCC	\$200 eGift Card
ASTG24KMCA	\$200 eGift Card
ASTG24KMCB	\$200 eGift Card
ASTG24LFCC	\$200 eGift Card
ASTG30KMTA	\$200 eGift Card
ASTG30KMTB	\$200 eGift Card
ASTG30LFCC	\$200 eGift Card
ASTG34KMTA	\$200 eGift Card
ASTG34KMTB	\$200 eGift Card
ASTG34LFCC	\$200 eGift Card

8. Employees and immediate families of the Promoter and its agencies including participating retailers and dealers associated with this promotion are ineligible to claim. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
9. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Entrant must read, understand and accept the full Terms and Conditions available at www.fujitsugeneral.com.au/promotions/wintersale. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this promotion.
- 10. The promotion commences 9:00am AEST on Monday 15th July 2019 and ends for purchases at 4:59pm AEST on Monday 2nd September 2019. Final claims and entries close at 4:59pm AEST on Monday 30th September 2019.**
11. Purchases by, for and in the name of trusts, companies, businesses, commercial or residential developers/ developments and purchases by builders, subcontractors, installers/resellers and their immediate family, churches, not-for-profit organisations, sporting clubs and donations are not eligible. The purchaser is considered as the payer for the Eligible Products as shown on the submitted proof of payment document.
12. Entrants must retain their original proof of purchase and proof of payment documents (where applicable) for all claims and entries. Failure to produce the required documentation for all claims and entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Entrant's claims and entries and forfeiture of any right to an eGift card. Purchase receipt(s) and tax invoice(s) must clearly show only the Entrant's full name, the installation address, the Eligible Product model purchased and specify the store of purchase and that the purchase was made during the Promotional Purchase Period but prior to any claim or entry by the Entrant.
13. Multiple claims and entries permitted, subject to the following: (a) only one (1) claim permitted per Eligible Product purchased during the Promotional Purchase Period; and (b) each claim must be

submitted separately and in accordance with claim requirements.

14. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
15. The Promoter reserves the right, at any time, to verify the validity of claims, entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim or entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. Any claim form which is incomplete, indecipherable, invalid or does not comply with the Terms and Conditions outlined will not be accepted and is ineligible for an eGift card. The Promoter will notify Entrants by email upon approval of their claim.
17. **In the case of Claimants who have purchased an Eligible Product for their domestic/residential use during the Promotional Purchase Period, but have not yet had it delivered or installed, and therefore cannot locate the outdoor serial number in time to make a valid claim, they must contact the Promoter prior to 4:59pm AEST on Monday 30th September 2019 so that alternative arrangements for reward issue can be made.**
18. **No claims will be accepted under any circumstances after 4:59pm AEST on Monday 30th September 2019.**

eGIFT CARD CONDITIONS

19. Each valid claim received will entitle that Entrant to the gift of one (1) eGift card as follows:
 - i. Claimants who purchase an eligible Fujitsu Lifestyle or Classic Reverse Cycle Inverter Split System Air Conditioner with a rated cooling capacity of 3.5kW or below, as specified in point 7 above, will be eligible for an eGift card worth up to \$150;
 - ii. Claimants who purchase an eligible Fujitsu Lifestyle or Classic Reverse Cycle Inverter Split System Air Conditioner with a rated cooling capacity above 3.5kW, as specified in point 7 above, will be eligible for an eGift card worth up to \$200.
20. Claimants must allow up to four weeks for validation after submission of a claim. The Claimant will be sent an email with an eGift card redemption code to the email address provided on the claim form when notified of claim approval. The eGift card redemption code may be used to redeem a valid eGift card for goods or services at nominated retailers or suppliers in Australia.
21. If a Claimant is under the age of 18 years, the eGift card will be awarded to the Claimant's nominated parent or guardian on the Claimant's behalf.
22. The Promoter will not be responsible for any eGift card redemption code or eGift Card which is lost, late or misdirected including by reason of the misstatement or illegibility of the email address of the Claimant in the claim form forming part of their claim or the failure of a Claimant to notify the Promoter of a change in email address of the Claimant.

eGIFT CARD ACTIVATION AND REDEMPTION

23. Redemption of the eGift card is subject to the terms and conditions of Edge Loyalty, including activating the eGift card redemption code before the specified expiry date which will be sent to the claimant when their eGift card redemption code is emailed to the email address they provided at registration. The eGift card redemption code needs to be activated at <https://fujitsuwintersale.eldigital.com.au/> and this link is also provided in the email sent to the claimant. eGift card redemption codes expire at 11:59pm AEST on the stated expiry date of the redemption code. The expiry date provides 3 months in which the eGift card

the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 eGift card redemption code or eGift card 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 a winner or Entrant; or (e) use/redemption of an eGift card.
- 36. Retailers/dealers are not authorised to verify, pay or advise about, any claim, the offer or the promotion.**
37. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an Entrant to automatically claim and enter repeatedly is prohibited and will render all claims and entries submitted by that Entrant invalid.
38. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a reward to the ineligible person. Payment of the reward value to the Promoter may be required by the Entrant if this occurs.
39. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
40. By submitting a claim and entry in the promotion, Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
41. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting a claim is conditional on providing this PI. The Promoter will also collect, use and disclose PI as set out in its Privacy Policy, which can be viewed at www.fujitsugeneral.com.au/help-centre/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
42. The Promoter may collect your personal information directly or through its agents or contractors, including Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288, Privacy Policy: <https://www.edgepri.com/en/privacy-policy/>). The Promoter will use your personal information to conduct and manage the promotion. The Promoter may disclose your personal information to its related

companies, agents and contractors to assist in conducting this promotion, communicating with you, storing data or to hold and use for fraud prevention purposes.

43. As a condition of claiming a reward, the Entrant may be required to sign any legal documentation as and in the form required by the Promoter and/or reward suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event an Entrant is under the age of 18, a nominated parent/legal guardian of such Entrant will be required to sign the legal documentation required under this clause on their behalf.
44. The Promoter is Fujitsu General (Aust.) Pty Limited, 1 Telopea Place, Eastern Creek NSW 2766 ABN 55 001 229 554.
45. eGift card redemption codes and eGift cards are issued by Edge Loyalty Pty Ltd (ABN 96 138 299 288).