

FUJITSU SUMMER MULTI AND DUCTED SYSTEM PROMOTION 2019
TERMS AND CONDITIONS
HOW TO CLAIM AND ENTER

To be eligible to claim a Fujitsu Pre-paid Visa card, an eligible individual (“Claimant”) must purchase any Fujitsu Reverse Cycle Inverter Multi Split System or Reverse Cycle Inverter Ducted Air Conditioning System (“Eligible Product”) between **14/10/19 – 20/12/19** (“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 a Fujitsu Pre-paid Visa card, the Claimant must complete the claim form online at www.fujitsugeneral.com.au/promotions, inputting all of the requested details, including but not limited to, personal details, residential address, 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 AEDST on Friday 31/01/20**.

The Claimant then has until 4:59pm AEDST on Friday 07/02/20 to lodge any additional or correct documentation should Fujitsu deem the original claim not valid. Fujitsu will not accept additional documentation submitted after 4:59pm AEDST on Friday 07/02/20.

The Claimant’s full personal name must appear on all documentation provided to verify ownership and entitlement to claim the Fujitsu Pre-paid Visa card. Uploaded files must be submitted in PDF, JPEG or GIF format and must not exceed 2MB file size. If a Claimant 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 Claimants may be rejected. Initial and most correspondence from the Promoter, its agents, contractors, service providers or prize suppliers to Claimants will be via email to the email address provided on the Claimant’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 Claimant 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 details of the rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. By applying for a promotional Fujitsu Pre-paid Visa card, the Claimant acknowledges that they have considered the Product Disclosure Statement available at www.fujitsugeneral.com.au/promotions.
3. Offer not valid in conjunction with any other offer.
4. The promotion is only open to Australian residents.
5. Purchases must be from any participating Fujitsu retailer or dealer in Australia. Purchases must be in the Claimant’s personal name only.
6. Purchases from registered builders or commercial or residential developers and other parties

described in point 12 below are excluded from this promotion and will be ineligible if submitted.

7. Purchases must only be for domestic and residential use, and excludes non-residential applications.
8. Claimants must purchase an Eligible Product as seen on the eligible product list in the FAQ's section found at www.fujitsugeneral.com.au/promotions.
9. 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.
10. Claimants under 18 years of age must have parental/guardian approval to submit a claim and further, the parent/guardian of the Claimant must read, understand and accept the full Terms and Conditions and have considered the Product Disclosure Statement available at www.fujitsugeneral.com.au/promotions. 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.
- 11. The promotion commences 9:00am AEDST on Monday 14/10/19 and ends for purchases at 4:59pm AEDST on Friday 20/12/19. Final claims and entries close at 4:59pm AEDST on Friday 31/01/20.**
12. 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.
13. Claimants must retain their original proof of purchase and proof of payment documents (where applicable) for all claims. Failure to produce the required documentation for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a Claimant's claims and forfeiture of any right to a Fujitsu Pre-paid Visa card. Purchase receipt(s) and tax invoice(s) must clearly show only the Claimant'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 Claimant.
14. 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.
15. If there is a dispute as to the identity of a Claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Claimant.
16. The Promoter reserves the right, at any time, to verify the validity of claims and Claimants (including a Claimant'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.
17. 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 a Fujitsu Pre-paid Visa card. The Promoter will notify Claimants by email upon approval of their claim.
- 18. 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 AEDST on 31/01/20 so that alternative arrangements for reward issue can be made.**

19. No claims will be accepted under any circumstances after 4:59pm AEDST on Friday 31/01/20.

FUJITSU PRE-PAID VISA CARD CONDITIONS

- 20. Each valid claim received will entitle that Claimant to the gift of one (1) \$500 Fujitsu Pre-paid Visa card. For the purposes of this promotion, the purchase of any Fujitsu Reverse Cycle Inverter Multi Split System will be considered as one (1) complete Fujitsu Inverter Multi Split System and the Claimant will be entitled to only one (1) relevant Fujitsu Pre-paid Visa card in respect of that purchase.**
21. Claimants must allow up to four (4) weeks for validation after submission of a claim. Pre-paid Visa card can be redeemed wherever Pre-paid Visa card is accepted, and will be posted to the Claimant at the address given on the claim form within four (4) weeks from claim approval and notification.
22. If a Claimant is under the age of 18 years, the Fujitsu Pre-paid Visa card will be awarded to the Claimant's nominated parent or guardian on the Claimant's behalf.
23. The Promoter will not be responsible for any Fujitsu Pre-paid Visa card which is lost, late or misdirected including by reason of the misstatement or illegibility of the 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 address of the Claimant.
24. Fujitsu Pre-paid Visa cards will be issued by Heritage Bank Limited (ABN 32 087 652 024 AFS License No. 240984). Claimants should consider the Product Disclosure Statement for the card (also containing details of fees, charges, and terms and conditions), available at www.fujitsugeneral.com.au/promotions before deciding whether to claim and accept the card. The Fujitsu Pre-paid Visa card is subject to the terms and conditions of the issuer, including those specified on the card.

CARD ACTIVATION AND REDEMPTION

25. The Fujitsu Pre-paid Visa card must be activated prior to use. Activation to be completed no later than one (1) week prior to the card expiry date as printed on the front of the card. Once activated, the card will be ready to use from midday the following business day. Activation must be completed at fujitsu.activateacard.com.au/summer or on 1300 134 163. To activate the Fujitsu Pre-paid Visa card, the card holder must provide the following details: First Name, Last Name, Email Address, Claim Activation Code and Claim ID as registered for the Fujitsu Pre-paid Visa Card and the Card Number issued to the Claimant. These details must match those in the submitted claim.

FORFEITURE, REPLACEMENT & LIMITATIONS

26. Any unused balance of the Fujitsu Pre-paid Visa card not activated within the specified term will be forfeited.
- 27. Any unused balance of the Fujitsu Pre-paid Visa card as of card expiry date will be forfeited, including refunds settled on or post card expiry date.**
- 28. If a Fujitsu Pre-paid Visa card is unavailable, the Promoter, in its discretion, reserves the right to substitute the Fujitsu Pre-paid Visa card with a replacement product or item to the equal value and/or specification.**
29. Only activated Fujitsu Pre-paid Visa cards that have been lost or stolen **after** activation will be replaced if requested by the Claimant. A fee of \$20 payable by the Claimant will apply for each replacement card that is processed.
30. The Fujitsu Pre-paid Visa card is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Any ancillary costs associated with redeeming the Fujitsu Pre-paid

Visa card are not included.

GENERAL

31. A claim form may be subject to such follow up enquiries or investigations or security and verification checks as the Promoter determines to apply at the absolute discretion of the Promoter. The claim form will be ineligible if the claim form and/or the original or photocopied proof of purchase (valid tax invoice) and proof of payment is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if they fail any of the Promoter's security and verification checks or if the Promoter in its absolute discretion determines that an entrant is not an eligible Entrant or the claim form does not comply with the Terms and Conditions as outlined, whether as a result of follow up, inquiry or investigation or otherwise.
32. The Promoter accepts no responsibility for late, lost or misdirected mail or email due to circumstances beyond the Promoter's reasonable control.
33. Each submitted claim becomes the property of the Promoter, including any intellectual property rights.
34. Fujitsu Pre-Paid Visa card, shall hereafter collectively be referred to as the reward.
35. If, for any reason, a Claimant does not take or redeem a reward (or an element of the reward) at or by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited.
36. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.
37. The Promoter accepts no responsibility for any tax implications that may arise from the offer. Independent financial advice should be sought.
38. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify 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.
39. 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 Fujitsu Pre-paid Visa 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 Claimant; or (e) use/redemption of a Fujitsu Pre-paid Visa card.
- 40. Retailers/dealers are not authorised to verify, pay or advise about, any claim, the offer or the promotion.**
41. Any cost associated with accessing the promotional website is the Claimant'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 a Claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that Claimant invalid.
42. All Claimants 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 Claimant

if this occurs.

43. 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 Claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject to the directions of any regulatory authority.
44. By submitting a claim, Claimants 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.
45. 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 Claimant. The Privacy Policy also contains information about how Claimants may opt out, access, update or correct their PI, how Claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
46. 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.
47. As a condition of claiming a reward, the Claimant 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 a Claimant is under the age of 18, a nominated parent/legal guardian of such Claimant will be required to sign the legal documentation required under this clause on their behalf.
48. The Promoter is Fujitsu General (Aust.) Pty Limited, 1 Telopea Place, Eastern Creek NSW 2766 ABN 55 001 229 554.