

## "FUJITSU SUMMER CAMPAIGN 2017 DUCTED A/C" PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the offer(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offers not valid in conjunction with any other offer, unless stipulated otherwise.

2. Only open to Australian residents. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible.

"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.

This promotion consists of two offers as described below. In the case of both offers, the purchase of a Fujitsu Ducted Air Conditioning System must be purchased in an individual's name for their own domestic residence, and excludes non-residential applications. Purchases by, for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, sub-contractors, installers/resellers and their immediate family, churches, not-for-profit organisations, sporting clubs and donations are ineligible. The purchaser is considered as the payer for the Eligible Products as shown on the submitted proof of payment document.

3. Promotion commences 9:00am AEDST on 03/10/2017 and ends at 5:00pm AEDST on 30/11/2017 ("Promotional Purchase Period").

#### \*Offer One – Bonus 2 Year Extended Warranty

To be eligible to receive Offer One, the individual must purchase a Fujitsu Ducted Air Conditioning System, during the Promotional Purchase Period, and have the system installed by 5:00pm AEDST 21/12/2017. Purchase is defined as fully paid for with zero balance owing. Receipts / tax invoices showing an amount outstanding will be rejected. Claimant must provide a finalised merchant tax invoice, along with a valid proof of payment (2 separate documents). For the purpose of this promotion, any Fujitsu Ducted System purchase made via the Fujitsu Cool Finance Offer (as detailed below) will be considered as paid in full.

4. To claim Offer One, the individual must, before 5:00pm AEDST on 30/03/2018, visit:

- (a) [www.fujitsu-general.com.au/promotions](http://www.fujitsu-general.com.au/promotions);
- (b) Follow the prompts to the warranty registration page;
- (c) Input all requested information, including but not limited to, personal details, the model number and serial number of the eligible product purchased; and
- (d) 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 EFT receipt, bank statement, credit card slip showing purchase etc.) for the eligible product purchased.

5. Offer One is a two (2) year extension to the standard five (5) year full parts and labour warranty. For further details visit <https://www.fujitsu-general.com.au/help-centre/warranty>.

6. The claimant's full name must appear on all documentation provided to verify ownership and entitlement to the 2 year extended warranty offer. Uploaded files must be submitted in PDF, JPEG or GIF format and must not exceed 2MB file size. At the sole discretion of the Promoter, warranty forms completed by third parties on behalf of the purchaser may be rejected. Any correspondence from the Promoter, its agents, contractors or service providers to the claimant will be via email to the email address provided on the claimant's warranty form. If the claimant requires any assistance in relation to completion or submission of the warranty form they can contact Fujitsu General Assist on 1300 364 484.

7. Individuals must retain their original proof of purchase and proof of payment documents (where applicable) for all warranty claims. To receive repair under warranty the purchase docket must be presented.

#### \*Offer Two – Fujitsu Cool Finance, no deposit, 0% interest for up to 5 years

8. To be eligible to receive Offer Two, the individual must purchase a Fujitsu Ducted Air Conditioning System from an eligible and finance accredited Fujitsu Authorised Partner during the Promotional Purchase Period, and apply for finance at the time of purchase and have the system installed by 5:00pm AEDST 21/12/2017. Purchase is defined as fully paid for with zero balance owing. For the purpose of this promotion, any Fujitsu Ducted System purchase made via the Fujitsu Cool Finance offer will be considered as paid in full.

9. Offer Two is Cool Finance, no deposit and 0% interest for up to 5 years. Credit approved applicants only. Fees, terms and conditions apply including a \$99 Annual Fee, charged on the account open date and annually on the anniversary of the account open date. Minimum finance amount is \$800 for 24 months; \$1,100 for 36 months; \$2,300 for 60 months. A minimum monthly repayment of the greater of \$30 or 3% of the outstanding balance is required regardless of the applicable interest free period. Interest, currently 22.99% p.a., is payable on any balance outstanding after the Interest Free term. Ask in store for details. Credit provided by Lombard Finance Pty Ltd ABN 31 099 651 877

Australian Credit Licence number 247415 (**Lombard**). Lombard® is a trademark of Lombard. Lombard is a subsidiary of FlexiGroup Limited.

10. Up to 5 years means the individual can choose either a 24, 36 or 60 month Interest Free Term.

#### General

11. 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 warranty claim 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.

12. Incomplete, indecipherable, or illegible warranty claims will be deemed invalid.

13. The Promoter's decision is final and no correspondence will be entered into.

14. If for any reason a claimant does not take up the offer (or an element of the offer) by the time stipulated by the Promoter, then the offer (or that element of the offer) will be forfeited.

15. If any offer is unavailable, the Promoter, in its discretion, reserves the right to substitute the offer with an offer to the equal value and/or specification.

16. All offers are not transferable or exchangeable and cannot be taken as cash. 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.

17. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.

18. 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.

19. 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 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) any finance provided.

20. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.fujitsu-general.com.au/help-centre/privacy-policy](http://www.fujitsu-general.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 entries become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.

21. The Promoter is Fujitsu General (Aus.) Pty Limited, Eastern Creek Drive, Eastern Creek NSW 2766 ABN 55 001 229 554.

22. Credit provided by Lombard Finance Pty Limited ABN 31 099 651 877, Australian Credit Licence number 247415 (**Lombard**). Lombard® is a trademark of Lombard. Lombard is a subsidiary of FlexiGroup Limited. FGACFA509/17