# FUJITSU FREE MONEY + 60 MIF PROMOTION 2023 FUJITSU GENERAL NEW ZEALAND TERMS AND CONDITIONS

- 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. Purchases made through the Energy Efficiency and Conservation Authority (EECA) Warmer Kiwi Homes Insulation Grant Programme are excluded from this promotion.
- The "Promotional Purchase Period" commences 9:00am NZST on 3<sup>rd</sup> April 2023 and ends at 4:59pm NZST on 31<sup>st</sup> July 2023. No claims will be accepted after this date under any circumstances.
- 3. The promotion is only open to New Zealand residents ("Claimant").
- 4. 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. 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 (defined below) as shown on the submitted proof of payment document.
- 5. Claimants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Claimant must read, understand, and accept the full Terms and Conditions available at <a href="www.fujitsugeneral.co.nz/promotions">www.fujitsugeneral.co.nz/promotions</a>. 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. If a Claimant is under the age of 18 years, the Reward will be awarded to the Claimant's nominated parent or guardian on the Claimant's behalf.
- 6. Purchases must be from any participating Fujitsu retailer or dealer in New Zealand. Purchases must be in the Claimant's personal name only.
- 7. Purchases must only be for domestic and residential use. Non-residential applications are excluded. Purchases from registered builders or commercial or residential developers and other entities that are not individuals as described in point 3 above are excluded from this promotion and will be ineligible if submitted.
- 8. This promotion consists of two offers as described below.

# **\*OFFER ONE – FUJITSU FREE MONEY CASHBACK**

# HOW TO CLAIM

- 9. To Claim a Reward for Offer One, the Claimants must:
  - a. purchase a product as detailed in the "eligible product list" noted below and also in the FAQs section found at <u>www.fujitsugeneral.co.nz/promotions</u> ("**Eligible Products**")

during the Promotional Purchase Period and keep their original proof of purchase (i.e. invoice or tax invoice, "**Proof of Purchase**"); and

b. by 4:59pm NZST Thursday 31<sup>st</sup> August 2023 complete the Claim form online at <u>www.fujitsugeneral.co.nz/promotions</u>, inputting all of the requested details, including but not limited to, personal details, their bank account details, the outdoor model and serial number and indoor model number of the Eligible Product purchased, upload a copy of their Proof of Purchase and proof of payment (i.e. a transaction receipt such as an EFT receipt, a bank statement or credit card slip showing the purchase, etc.) for the Eligible Product purchased ("**Claim**").

202	3 FUJITSU FREE MON	EY PROMOTION -	ELIGIBLE MOD	EL LISTING		
TYPE	RANGE	OUTDOOR MODEL NUMBER	INDOOR MODEL NUMBER	REWARD AMOUNT \$	kW	
<b>REVERSE</b> 0	CYCLE - WALL MOUNTED S	PLIT SYSTEM				
	Classic	AOTG09LVCC	ASTG09LVCC	 \$150.00	2.5	
-		AOTG12LVCC	ASTG12LVCC		3.5	
	Lifestyle	AOTG09KMTC	ASTG09KMTC		2.5	
		AOTG12KMTC	ASTG12KMTC		3.5	
3.5kW or	Designer	AOTG09KUCA	ASTG09KUCA		2.5	
below	Designer	AOTG12KUCA	ASTG12KUCA	,	3.5	
		AOTH07KNCA	ASTH07KNCA	-	2.0	
	Comfort	AOTH09KNCA	ASTH09KNCA		2.5	
		AOTH12KNCA	ASTH12KNCA		3.4	
		AOTG18LVCC	ASTG18LVCC		5.0	
	Classic	AOTG22LVCC	ASTG22LVCC		6.0	
		AOTG24LFCC	ASTG24LFCC		7.1	
	Lifestyle	AOTG18KMTC	ASTG18KMTC	\$200.00	5.0	
above		AOTG22KMTC	ASTG22KMTC		6.0	
3.5kW and		AOTG24KMTC	ASTG24KMTC		7.1	
below	Designer	AOTG18KUCA	ASTG18KUCA		5.0	
8.0kW	Comfort	AOTH14KNCA	ASTH14KNCA		4.2	
		AOTH18KNTA	ASTH18KNTA		5.0	
		AOTH22KNTA	ASTH22KNTA		6.0	
		AOTH24KNTA	ASTH24KNTA		7.2	
	Classic	AOTG30LFTC	ASTG30LFCC	\$250.00	8.0	
8.0kW or		AOTG34LFTC	ASTG34LFCC		9.2	
above	Lifestyle	AOTG30KMTC	ASTG30KMTC		8.5	
		AOTG34KMTC	ASTG34KMTC		9.4	
REVERSE O	CYCLE MULTI SPLIT SYSTE	Μ				
Fujitsu Inverter Multi Split System	Multi Split System	AOTG24LAT3	Multiple Combinations	_ \$400.00 	6.8	
		AOTG30LBTA4	Multiple Combinations		8.0	
		AOTG36LBLA5	Multiple Combinations		10.0	
		AOTG45LBLA6	Multiple Combinations		12.5	
REVERSE CYCLE DUCTED SYSTEM						
	Ducted - Bulkhead	AOTG09LBCB	ARTG09LLLB	\$150.00	2.6	

10. An Eligible Product is one of the following listed models:

		AOTG12LBCB	ARTG12LLLB		3.5
3.5kW or below	-	AOTH09KBTA	ARTH09KSLAP	-	2.5
		AOTH12KBTA	ARTH12KSLAP	-	3.5
		AOTH09KBTA	ARTH09KLLAP	-	2.5
	-	AOTH12KBTA	ARTH12KLLAP		3.5
		AOTG18LACC	ARTG18LLTA		5.2
	Ducted - Bulkhead	AOTH18KBTA	ARTH18KSLAP		5.0
	Ductou Dunthouu	AOTH18KBTA	ARTH18KLLAP	1	5.0
above 3.5kW and below 8.0kW		AOTH18KBTA	ARTH18KMTAP		5.0
	Ducted - Slimline Ducted - Slimline Plus	AOTH24KBTA	ARTH24KMTAP	\$200.00	7.1
		AOTH24KCTA	ARTH24KMTAP		7.1
		AOTG24LATC	ARTG24LMLC		7.1
		AOTG24LBCA	ARTG24LHTDP		7.1
		AUT GZ4LDUA	ANTG24LITTDI		1.1
	Ducted - R32 High Static Single Phase	AOTH24KBTA	ARTH24KHTA		7.1
		AOTA30LGTL	ARTA30LBTU	-	8.5
	Ducted - Slimline	AOTH30KBTA	ARTH30KMTAP		8.5
		AOTH30KCTA	ARTH30KMTAP		8.5
	Ducted - Slimline Plus	AOTG30LBTA	ARTG30LHTDP		8.5
above 8.0kW and	Ducted - R32 High Static Single Phase	AOTH30KBTA	ARTH30KHTA	\$250.00	8.5
below 10.0kW	Ducted - R32 High Static Single Phase High	AOTH30KCTA	ARTH30KHTA		0.5
	Performance Ducted - High Static Single Phase	AOTG30LATL	ARTG30LHTA		<u>8.5</u> 9.0
	Ducted - High Static Single Phase Compact Outdoor	AOTG30LBTC	ARTG30LHTA		8.5
		AOTH36KBTA	ARTH36KMTAP		10.0
	Ducted - Slimline	AOTH45KBTA	ARTH45KMTAP		12.5
		AOTA36LCTL	ARTA36LATU		10.0
		AOTA45LCTL	ARTA45LATU		11.5
		AOTG36LBTA	ARTG36LHTDP		10.0
	Ducted - Slimline Plus	AOTG45LBTB	ARTG45LHTDP		11.5
	Ducted - Ommine 1 has	AOTG54LBTB	ARTG54LHTDP		13.0
	Ducted - Mid Static	AOTH54KBTA	ARTH54KMTAP		13.0
ŀ	Ducted - R32 High Static	AOTH36KBTA	ARTH36KHTA		10.0
	Single Phase	AOTH45KBTA	ARTH45KHTA		12.5
	Ducted - R32 High Static	AOTH36KCTA	ARTH36KHTA		10.0
	Single Phase High	AOTH45KCTA	ARTH45KHTA	-	
10.0kW	Performance		ARTG36LHTA	\$400.00	12.5
and above	Ducted - High Static Single Phase	AOTG36LATL			10.5
		AOTG45LATL	ARTG45LHTA	4	12.5
-	Ducted - High Static Single	AOTG36LBTC	ARTG36LHTA	-	10.5
	Phase Compact Ducted - R32 High Static Single Phase	AOTG45LBTC	ARTG45LHTA	4	12.5
		AOTH54KBTA	ARTH54KHTA	-	14.0
ŀ			ARTH60KHTA		15.5
-	Ducted - R32 High Static Three Phase	AOTH54KRTA	ARTH54KHTA		14.0
		AOTH60KRTA	ARTH60KHTA		15.5
	Ducted - R32 High Static Single Phase High	AOTH54KCTA	ARTH54KHTA	4	14.0
	Performance	AOTH60KCTA	ARTH60KHTB		16.0
	Ducted - High Static Single Phase	AOTG54LCTL	ARTG54LHTC	-	14.0
	Ducted - High Static Single Phase Next Gen	AOTG60LBTA	ARTG60LDTA		15.8

		AOTG60LATT	ARTG60LHTA		15.0
	Ducted - High Static Three	AOTG65LRLA	ARTG65LHTA		18.0
	Phase	AOTA72LALT	ARTC72LATU		20.3
		AOTA90LALT	ARTC90LATU		25.0
<b>REVERSE</b>	CYCLE INVERTER SPLIT SY	STEM - CASSETTE			
3.5kW and below	Cassette - 4-Way Flow Compact	AOTG09LBCB	AUTG09LVLB		2.6
		AOTG12LBCB	AUTG12LVLB	\$150.00	3.5
		AOTH09KBTA	AUTH09KVLA		2.5
		AOTH12KBTA	AUTH12KVLA		3.5
above 3.5kW and below 8.0kW	Cassette - 4-Way Flow Compact	AOTH18KBTA	AUTH18KVLA	\$200.00	5.0
		AOTG18LACC	AUTG18LVLA		5.2
		AOTG24LATC	AUTG24LVLC		7.1
	Cassette - 4-Way Flow	AOTA30LGTL	AUTA30LBLU	\$250.00	8.5
		AOTA36LCTL	AUTA36LCLU		10.0
8.0kW or above		AOTA45LCTL	AUTA45LCLU		12.5
	Cassette - 4-Way Flow - Three Phase	AOTG54LATT	AUTG54LRLA		14.0
	Cassette - Circular Flow	AOTG30KBTA	AUTG30KRLA		8.5
		AOTG36KBTA	AUTG36KRLA		10.0
		AOTG45KBTA	AUTG45KRLA		12.5
		AOTG54KBTA	AUTG54KRLA		13.0
<b>REVERSE</b> 0	CYCLE INVERTER SPLIT SY	STEM - FLOOR & DU	AL CONSOLE, UND	ER CEILING	
3.5kW or	Floor Console Heat Pump	AOTV09LAC	AGTV09LAC	\$150.00	2.6
3.5KW or below		AOTG09KVCA	AGTG09KVCA		2.5
Noion		AOTG12KVCA	AGTG12KVCA		3.5
above	Floor Console Heat Pump	AOTV14LAL	AGTV14LAC	\$200.00	4.2
3.5kW and below 8.0kW		AOTG14KVCA	AGTG14KVCA		4.2
		AOTG18LACC	ABTG18LVTA		5.2
		AOTG24LATC	ABTG24LVTC		7.1
	Under Ceiling	AOTA30LGTL	ABTA30LBT	\$250.00	8.5
8.0kW or above		AOTA36LCTL	ABTA36LAT		10.0
		AOTA45LCTL	ABTA45LAT		11.5
	Under Ceiling - Three Phase	AOTG54LATT	ABTG54LRTA		14.0

- 11. The Promoter is not responsible if a Claimant's mobile device/desktop is not sufficiently capable for the purpose of submitting a Claim, including having the requisite photograph capability.
- 12. 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 in writing via <u>www.fujitsugeneral.co.nz/help-centre/contactus</u> prior to 4:59pm NZST Thursday 31<sup>st</sup> August 2023 so that alternative arrangements for Reward issue can be made. If the Promoter has not been contacted prior to 4:59pm NZST Thursday 31<sup>st</sup> August 2023, your claim will not be accepted. Claimants will have until 4:59pm NZDT Friday 29<sup>th</sup> September 2023 to lodge any additional or correct documentation should the Promoter deem the original Claim not valid. The Promoter will not accept additional documentation submitted after this date.
- 13. For the purpose of this promotion, "purchase" is defined as a fully paid Eligible Product, with zero balance owing, with payment having been fully made within the Promotional Purchase Period. If the Claimant has paid in cash, this must be clearly displayed on the invoice.

- 14. 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 Reward. Purchase receipt(s) and tax invoice(s) must clearly show only the Claimant's full personal name, the residential 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 by the Claimant.
- 15. The Claimant's full personal name must appear on all proof of purchase documentation provided to verify ownership and entitlement to Claim a Reward. Uploaded files must be submitted in PDF, JPEG or PNG format and must not exceed 4MB 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's fax number (+64 3974 2651). 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.
- 16. Multiple Claims are 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 these Terms and Conditions.
- 17. 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 and via SMS to the mobile phone number provided on the Claimant's Claim form however we may also do a follow-up via 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 0800 889 030.
- 18. If for any reason the product is returned post-initial purchase, the relevant Reward will be forfeited (unless the product is defective).
- 19. 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 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. 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.
- 20. Any Claim which is incomplete, indecipherable, invalid or does not comply with the Terms and Conditions outlined will not be accepted and is ineligible for a Reward. The Promoter will notify Claimants by email upon approval of their Claim or upon rejection of their Claim, if further information is required.

#### **REWARD CONDITIONS**

- 21. Each valid Claim received will be awarded one (1) Reward as follows:
  - a. Reverse Cycle Wall Mounted Split System
    - Claimants who purchase an eligible Fujitsu Reverse Cycle Wall Mounted Split System with a rated capacity of 3.5kW or below will be eligible for a \$150 Reward;

- ii. Claimants who purchase an eligible Fujitsu Reverse Cycle Wall Mounted Split System with a rated capacity of above 3.5kW but below 8.0kW will be eligible for a \$200 Reward; and
- iii. Claimants who purchase an eligible Fujitsu Reverse Cycle Wall Mounted Split System with a rated capacity of 8.0kW or above will be eligible for a \$250 Reward;

### b. Reverse Cycle Multi Split System

i. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Multi Split System Air Conditioner will be eligible for a \$400 Reward.

### c. Reverse Cycle Ducted System

- i. Claimants who purchase an eligible Fujitsu Reverse Cycle Ducted System with a rated capacity of 3.5kW or below will be eligible for a \$150 Reward;
- ii. Claimants who purchase an eligible Fujitsu Reverse Cycle Ducted System with a rated capacity of above 3.5kW but below 8.0kW will be eligible for a \$200 Reward;
- iii. Claimants who purchase an eligible Fujitsu Reverse Cycle Ducted System with a rated capacity of 8.0kW but below 10.0kW will be eligible for a \$250 Reward;
- iv. Claimants who purchase an eligible Fujitsu Reverse Cycle Ducted System with a rated capacity of 10.0kW or above will be eligible for a \$400 Reward.

### d. Reverse Cycle Inverter Split System – Cassette

- i. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Cassette, with a rated capacity of 3.5kW or below will be eligible for a \$150 Reward;
- ii. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Cassette, with a rated capacity of above 3.5kW but below 8.0kW will be eligible for a \$200 Reward; and
- iii. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Cassette, with a rated capacity of 8.0kW or above will be eligible for a \$250 Reward.

# e. Reverse Cycle Inverter Split System – Floor & Dual Console, Under Ceiling

- Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Floor & Dual Console, Under Ceiling, with a rated capacity of 3.5kW or below will be eligible for a \$150 Reward;
- ii. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Floor & Dual Console, Under Ceiling, with a rated capacity of over 3.5kW but below 8.0kW will be eligible for a \$200 Reward; and
- iii. Claimants who purchase an eligible Fujitsu Reverse Cycle Inverter Split System Floor & Dual Console, Under Ceiling, with a rated capacity of 8.0kW or above will be eligible for a \$250 Reward.

# (each, a "**Reward**").

22. Claimants will receive their Reward in the form of an electronic funds transfer into the claimant's

nominated account as indicated on their Claim form.

- 23. In the case of Claimants who have multiple Eligible Product purchases approved under the one Claim ID, the Promoter reserves the right to deposit the accumulated value of each Reward they are eligible for as part of one (1) transaction.
- 24. Claimants must allow up to four (4) weeks for validation after submission of a Claim. The Claimant will be sent an email to the email address provided on the Claim form with notification of Claim approval. Once approved, the Claimant will receive their Reward via electronic funds transfer within four (4) weeks from the date of approval.
- 25. The Promoter will not be responsible for any Reward which is lost, late or misdirected including by reason of the misstatement or illegibility of the bank account details provided in the Claim form forming part of their Claim or the failure of a Claimant to notify the Promoter of a change in the Claimant's details.
- 26. The Reward is not transferable or exchangeable.

# \*OFFER TWO – FUJITSU COOL FINANCE, NO DEPOSIT, 0% INTEREST FOR UP TO 60 MONTHS

- 27. To be eligible to receive Offer Two, the individual must purchase a Fujitsu Ducted Air Conditioning System from an eligible and finance accredited Fujitsu Installers during the Promotional Purchase Period and apply for finance at the time of purchase and have the system installed by 4:59pm NZST Thursday 31<sup>st</sup> August 2023. Purchase is defined as fully paid for with zero balance owing. For this promotion, any Fujitsu Ducted System purchase made via the Fujitsu Cool Finance offer will be considered as paid in full.
- 28. Offer Two is Cool Finance, no deposit and 0% interest for up to 60 months.
- 29. Credit provided by Columbus Financial Services Ltd/Consumer Finance Ltd NZBN 9429035719243 New Zealand Credit Licence number FSP380206 via humm NZ brands (Q Card, Q Mastercard, Flight Centre Mastercard, Farmers Finance Card, Farmers Mastercard).
- 30. 60 Months Interest Free is available on Long Term Finance (LTF) for in-store purchases at a Fujitsu Accredited Installer until 4:59pm NZST Monday 31<sup>st</sup> July 2023. The Offer is subject to fees, terms, conditions and minimum finance amounts, including a \$50 annual fee (charged half yearly with \$25 at the time the first debit is charged to the purchaser's account and every six (6) months thereafter). \$55 Establishment Fee applies to your first LTF transaction, \$35 Advance Fee applies to subsequent LTF transactions. At the end of the interest free period, Standard Interest Rate applies to Standard Purchases after 3 months (Q Mastercard 27.99% p.a. and Q Card 27.99% p.a.) or after 45 days (Flight Centre Mastercard 22.95% p.a. and Farmers Mastercard 25.95% p.a.). Minimum payments of 3% of the monthly closing balance or \$10 (whichever is greater) are required throughout the interest free period. Paying only the minimum monthly payments will not fully repay the loan before the end of the interest free period. Rate and fees correct as at date of publication and subject to change. Columbus Financial Services Limited reserve the right to amend, suspend or terminate the offer and these T&Cs at any time without notice. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
- 31. The Offer's minimum finance amounts are as follows:
  - a. \$250 for 6 months
  - b. \$400 for 12 months
  - c. \$800 for 24 months
  - d. \$1,100 for 36 months
  - e. \$1,600 for 48 months

- f. \$2,300 for 60 months
- 32. Any ancillary costs associated with redeeming Offer Two are not included.
- 33. Up to 60 months means the individual can choose either a 24, 36 or 60 month Interest Free Term.

### GENERAL

- 34. 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 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.
- 35. Incomplete, indecipherable, or illegible warranty Claims will be deemed invalid.
- 36. The Promoter's decision is final, and no correspondence will be entered into.
- 37. If for any reason a/the Claimant does not take up the offer (or an element of an offer) by the time stipulated by the Promoter, then the offer (or that element of the offer) will be forfeited.
- 38. 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.
- 39. All offers are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. If these offers are 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 an offer, as appropriate.
- 40. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet service provider used.
- 41. 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 consumer protection laws in New Zealand ("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 an offer.
- 42. 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.
- 43. Retailers/dealers are not authorised to verify, pay or advise about, any Claim, the offer, or the promotion.
- 44. The Promoter collects personal information ("PI") in order to conduct the offers and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers, such as Vault Payment Solutions Group Pty Ltd (ABN 66 632 373 105) and humm (NZ) Ltd (NZBN 9429035719243). Submitting a Claim is conditional on providing this PI. The Promoter will collect, use and disclose such PI as set out in its Privacy Policy, which can be viewed at www.fujitsugeneral.co.nz/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 or any other applicable law and how those complaints will be dealt with. All Claims become the property of the Promoter. This may include disclosures to organisations outside New Zealand including in places such as Singapore and Australia.
- 45. 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.
- 46. The Promoter is Fujitsu General New Zealand Limited, 109 Port Road, Seaview, Wellington, 5010, New Zealand. NZBN 9429037777203