

## **FUJITSU GENERAL DUCTED AIR CONDITIONING SYSTEM – NO DEPOSIT, 0% INTEREST FOR 48 OR 60 MONTHS COOL FINANCE OFFER**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer is not valid in conjunction with any other offer, unless stipulated otherwise.
2. Claims are only open to Australian residents aged 18 years or over. 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.
3. The purchase of a Fujitsu ducted Air Conditioning System must be made 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 of the Eligible Purchase as shown on purchase receipt.
4. **Eligible Purchases must be made between 9:00am AEDT on Tuesday 3<sup>rd</sup> October 2023 and 5:00pm AEDT on Friday 15<sup>th</sup> December 2023 ("Eligible Purchase Period").**
5. To be eligible to receive the Offer, the individual must purchase a Fujitsu Ducted Air Conditioning System from an eligible and finance accredited Fujitsu Authorised Partner nationally during the Promotional Purchase Period, apply for finance at the time of purchase and have the system installed by 5:00pm AEDT 29<sup>th</sup> February 2024. Purchase is defined as fully paid for with zero balance owing. For the purpose of this promotion, any Fujitsu Ducted Air Conditioning System purchase made via the Fujitsu Cool Finance offer will be considered as paid in full.
6. The offer is for the Eligible Purchase to be financed with no deposit and 0% interest for forty-eight (48) or sixty (60) months, subject to approval of a finance application ("**Offer**").
7. Credit provided by humm Cards Pty Ltd ABN 31 099 651 877 Australian Credit Licence number 247415, via a humm90 Mastercard Account.
8. Claimants may choose a 48 or 60 month term. #Approved applicants only. Fees, terms, conditions and minimum finance amounts apply (\$1,600 for 48 month term, \$2,300 for 60 months), incl. \$99 Annual Fee charged on account opening and annually thereafter. For Long Term Interest Free purchases: required payments must be made by the due date each month, otherwise interest at the humm90 Expired Promotional Rate (currently 25.99%) applies. For other purchases: Minimum monthly payments required. Up to 110 days interest free can apply (excluding purchases we treat as cash advances), interest at the humm90 Purchase Rate (currently 25.99% p.a.) applies if purchase amount not repaid in interest free period or if other interest free criteria are not met. All fees, charges and interest rates are current as 1 June 2023 and can change. See [humm90.com/au](https://humm90.com/au) for current fees, charges and

interest rates.

**9.** This offer is only available from finance accredited Fujitsu Authorised Partners.

**10.** 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.

**11.** The Promoter's decision is final, and no correspondence will be entered into.

**12.** If for any reason the claimant does not take up the offer by the time stipulated by the Promoter, then the offer will be forfeited.

**13.** 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.

**14.** 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.

**15.** 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.

**16.** 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.fujitsugeneral.com.au/help-centre/privacy-policy](http://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 entries become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.

**17.** The Promoter is Fujitsu General (Aust.) Pty Limited, 1 Telopea Place, Eastern Creek NSW 2766 ABN 55 001 229 554.

**18.** Credit provided by humm Cards Pty Ltd ABN 31 099 651 877 Australian Credit Licence number 247415.