

FUJITSU CHRISTMAS PROMOTION 2022 – NEW ZEALAND – OFFER EXTENDED
UPDATED AS OF 20/12/2022
TERMS AND CONDITIONS

ELIGIBILITY CONDITIONS AND PROMOTIONAL PERIOD

1. Information on how to Claim (defined below) and details of Rewards (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The offer in this promotion is not valid in conjunction with any other offer unless specified otherwise. Purchases made through the Energy Efficiency and Conservation Authority (EECA) Warmer Kiwi Homes Insulation Grant Programme are excluded from this promotion.
2. The **"Promotional Purchase Period"** commences 9:00am NZDT on Thursday 1st December 2022 and ends for purchases at 4:59pm NZDT on Tuesday 28th February 2023. Final Claims close at 4:59pm NZST Friday 28th April 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 www.fujitsugeneral.co.nz/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. 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.

HOW TO CLAIM

8. To Claim a Reward, the Claimants must:
 - a. purchase a product as detailed in the "eligible product list" noted below and also in the FAQ's section found at www.fujitsugeneral.co.nz/promotions ("**Eligible Product**") 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 Friday 28th April 2023 complete the Claim form online at www.fujitsugeneral.co.nz/promotions, inputting all of the requested details, including but not limited to, personal details, their bank account details for the purposes of fulfilling the Reward (as defined below), residential or delivery address, 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**").

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

FUJITSU CHRISTMAS PROMOTION 2022 - ELIGIBLE MODEL LISTING					
TYPE	RANGE	OUTDOOR MODEL NUMBER	INDOOR MODEL NUMBER	REWARD AMOUNT \$	kW
WALL MOUNTED HEAT PUMPS / AIR CONDITIONERS					
3.5kW or below	Lifestyle	AOTG09KMTC	ASTG09KMTC	\$150.00	2.5
		AOTG12KMTC	ASTG12KMTC		3.5
	Comfort	AOTH07KNCA	ASTH07KNCA		2.0
		AOTH09KNCA	ASTH09KNCA		2.5
		AOTH12KNCA	ASTH12KNCA		3.4
above 3.5kW and below 8.0kW	Lifestyle	AOTG18KMTC	ASTG18KMTC	\$200.00	5.0
		AOTG22KMTC	ASTG22KMTC		6.0
		AOTG24KMTC	ASTG24KMTC		7.1
	Comfort	AOTH14KNCA	ASTH14KNCA		4.2
		AOTH18KNCA	ASTH18KNCA		5.0
		AOTH22KNCA	ASTH22KNCA		6.0
		AOTH24KNCA	ASTH24KNCA		7.1
8.0kW or above	Lifestyle	AOTG34KMTC	ASTG34KMTC	\$250.00	9.4

- 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.
- 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 www.fujitsugeneral.co.nz/help-centre/contactus prior to 4:59pm NZST so that alternative arrangements for reward issue can be made. If the Promoter has not been contacted prior to 4:59pm NZST Friday 28th April 2023, your claim will not be accepted. Claimants will have until 4:59pm NZST Friday 30th June 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.
- 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.
- 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.
- 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.
- 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.

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.

16. If for any reason the product is returned post initial purchase, the relevant Reward will be forfeited (unless the product is defective).
17. 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.
18. 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

19. Each valid Claim received will be awarded one (1) Reward as follows:

- i. Wall Mounted Heat Pump / Air Conditioner**

- a. Claimants who purchase an eligible Fujitsu Wall Mounted Heat Pump / Air Conditioner with a rated capacity of 3.5kW or below will be eligible for a \$150 Reward;
 - b. Claimants who purchase an eligible Fujitsu Wall Mounted Heat Pump / Air Conditioner with a rated capacity of above 3.5kW but below 8.0kW will be eligible for a \$200 Reward;
 - c. Claimants who purchase an eligible Fujitsu Wall Mounted Heat Pump / Air Conditioner with a rated capacity of above 8.0kW will be eligible for a \$250 Reward;

(each, a "Reward").

20. 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.
21. 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 transaction.
22. 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.
23. 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.
24. The Reward is not transferable or exchangeable.

GENERAL

25. 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 a Claimant is not an eligible Claimant 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.
26. The Promoter accepts no responsibility for late, lost, or misdirected mail, email, or SMS transmission due to circumstances beyond the Promoter's reasonable control.
27. Each submitted Claim becomes the property of the Promoter, including any intellectual property rights.
28. If, for any reason, a Claimant does not take or redeem a Reward at or by the time stipulated by the Promoter, then the Reward will be forfeited.
29. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.
30. The Promoter accepts no responsibility for any tax implications that may arise from the offer. Independent financial advice should be sought. If for GST purposes this promotion results in any supply being made for non-monetary consideration, Claimants must follow the New Zealand Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
31. 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 the promotion.
32. 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 Reward 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 Reward.
33. Retailers/dealers are not authorised to verify, pay or advise about, any Claim, the offer, or the promotion.
34. 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 and enter repeatedly is prohibited and will render all Claims submitted by that Claimant invalid.
35. 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.
36. 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.

37. By submitting a Claim in the promotion, Claimant's 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.
38. 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 such as Vault Payment Solutions Group Pty Ltd (ABN 66 632 373 105). 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.
39. 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.
40. The Promoter is Fujitsu General New Zealand Limited, 109 Port Road, Seaview, Wellington 5010 ("**Promoter**").