

## **FUJITSU GENERAL DUCTED AIR CONDITIONING SYSTEM – NO DEPOSIT, 0% INTEREST FOR UP TO 36 MONTHS COOL FINANCE PROMOTION**

### **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. 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.

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 proof of payment document.

**3. Promotion commences 9:00am AEDT on Thursday 1<sup>st</sup> April 2021 and ends for purchases at 5:00pm AEDT on Thursday 31<sup>st</sup> March 2022 ("Promotional Purchase Period").**

4. 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 AEST 30/04/2022. 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.

5. Offer is for Cool Finance, no deposit and 0% interest for up to 36 months. You may choose a 24 or 36 month term. #Approved applicants only. Fees, terms, conditions, and minimum finance amount apply, including \$99 Annual Fee charged at the time the first debit is charged to your humm90 Account and annually on the anniversary of that date. When you have met the Interest Free Criteria, the Annual Fee must be paid in full within the Interest Free Period or it will attract interest. If you do not meet the Interest Free Criteria the Annual Fee will attract interest from the date the Annual Fee is debited to your humm90 Account. Minimum monthly repayment required. Interest Free finance available only during the term, interest (charged at the Expired Promotional Rate) payable on outstanding balances after any Interest Free Period in relation to a Promotional Offer. See [humm90.com/au](http://humm90.com/au) for current interest rates. Only available at humm90 retail partners. humm<sup>®</sup>90 provided by humm Cards Pty Ltd ABN 31 099 651 877 Australian Credit Licence number 247415. Mastercard<sup>®</sup> is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

- 6.** This offer is only available from finance accredited Fujitsu Authorised Partners.
- 7.** 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 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.
- 8.** The Promoter's decision is final, and no correspondence will be entered into.
- 9.** 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.
- 10.** 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.
- 11.** 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.
- 12.** 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.

**13.** 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.

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

**15.** Credit provided by humm Cards Pty Ltd ABN 31 099 651 877 Australian Credit Licence number 247415. FGACF36MIF04/21