

## **Fujitsu General Australia – The Great Australian Giveaway Competition**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this the “Great Australian Giveaway Competition” (“Competition”) is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over (“Participants”). Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. Competition commences Thursday 23<sup>rd</sup> April 2020 and closes 11:59PM AEST Sunday 3<sup>rd</sup> May 2020 (“Competition Period”).
4. ‘A Current Affair’ will announce the Competition on its program between 7:00PM and 8:00PM AEST on Thursday 23<sup>rd</sup> April 2020 and the Promoter will subsequently post on its social channels advertising that it will be running the Competition and inviting Participants to enter.
5. To enter the Competition, Participants must, during the Competition Period:
  - a. Visit the Promoter’s website ([www.fujitsugeneral.com.au/the-great-australian-giveaway](http://www.fujitsugeneral.com.au/the-great-australian-giveaway)) and complete the competition form, including their name, email address and contact number and answer: ‘in 25 words or less tell us why you need a new Fujitsu air conditioner to improve the comfort of your home; and
  - b. Accept the Terms and Conditions.
6. Only completion of all the steps in clause 5 above will constitute a valid entry (“Entry”).
7. Participants can only enter once per household. If subsequent entries are submitted, only the first valid entry will be deemed the Entry. Incomplete or indecipherable Entries will be deemed invalid.
8. Entries are subject to moderation. The Promoter reserves the right (in its sole discretion) to exclude from the judging any Entry which the Promoter considers is unlawful or offensive.
9. Judging will be carried out by the Promoter’s Marketing Team. Judging will be based on creativity of the answer to the question.

10. The judges' decision is final, and no correspondence will be given if the Entry is unsuccessful.
11. No responsibility is accepted for any Entry that is late, lost or misdirected or if any winner does not claim their Prize in accordance with these Terms and Conditions.
12. The best 25 valid entries, as determined by the judges, will each win a Fujitsu General Lifestyle reverse cycle air conditioner (ASTG09KMTC) including installation valued at RRP \$2,219 (including \$600 towards installation). The prize will be delivered directly to the address nominated by the winner within ten (10) business days of winner determination. Money for installation will be delivered in the form of an EFT transfer. Winners will be responsible for organising their own installation, including any costs in excess of \$600.
13. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
14. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
15. Total prize pool value is \$55,475. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Each Participant warrants to the Promoter that:
  - a. they have complied with the Entry requirements;
  - b. no Entry submitted by them will contain viruses or cause injury or harm to any person or entity; and
  - c. they have and will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
17. Each Participant agrees to indemnify the Promoter against all costs and claims in connection with a failure by them to comply with these Terms and Conditions.
18. Each Participant agrees that they are fully responsible for each Entry they submit, and are fully responsible for any equipment, materials, licences or other costs required for or associated with each such Entry. To the fullest extent permitted by law, the Promoter excludes any liability or any costs borne by the Participant in submitting their Entry.
19. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated by 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 Participant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

20. The Promoter reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions.
21. 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.
22. 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 Competition.
23. 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 entry or prize 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Participant; or (f) use of the prize.
24. The Promoter collects personal information ("PI") of Participants in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 <https://www.fujitsugeneral.com.au/help-centre/privacy-policy>. The Privacy Policy also contains information about how Participants may opt out, access, update or correct their PI, how Participants 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 PI to any entity outside of Australia.

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