## **Bonus Gift Card 2021 Redemption Offer**

### **Terms & Conditions**

- 1. This document sets out the Terms and Conditions for participation in the "Mitsubishi Electric Air Conditioner Bonus Gift Card Redemption Offer" (**Redemption Offer**).
- 2. The Promoter is Mitsubishi Electric Australia Pty Ltd ABN 58 001 215 792 of 348 Victoria Road, Rydalmere NSW 2116 (**Promoter** or **Mitsubishi Electric**).
- 3. The Promotion commences 9.00am AEDT on 1st April 2021 and ends at 11.59pm AEST on 31st July 2021 (Offer Period).
- 4. This promotion is for a physical eftpos® Gift Card or a Digital Prepaid Mastercard® recoverable by way of redemption by each Eligible Claimant who purchases a Eligible Product from a Recognised Stockist during the Offer Period and submits the online Claim Form during the Claim Period in accordance with these Terms and Conditions.

#### **Definitions**

5. The following definitions apply for the purposes of these Terms and Conditions:

**Claim Form** means a form enabling an Eligible Claimant to participate in the Redemption Offer being the form available at www.mitsubishielectric.com.au/promotions.

**Claim Period** means the period during which a Claim Form can be submitted by an Eligible Claimant to participate in this Promotion meaning the period from 9.00am AEDT on 15<sup>th</sup> April 2021 and ending at 11:59 pm AEST on 31<sup>st</sup> August 2021.

Eligible Claimant means a person who meets all the requirements of clause 8.

**eftpos Gift Card** means a physical eftpos card that is credited with an amount in Australian dollars that corresponds with a relevant Eligible Product as set out the table associated with that defined term.

**Digital Prepaid Mastercard Gift Card** means a digital Mastercard that is credited with an amount in Australian dollars that corresponds with a relevant Eligible Product as set out the table associated with that defined term.

**Eligible Product** means a single air conditioner unit from the Mitsubishi Electric Air Conditioner models listed in the table below:

Valid Split System Air Conditioners (comprised of an internal and external unit) will be processed as a single system only. Please supply the model and serial number details for the internal unit only maximum of three (3) units only, the external unit cannot be claimed as an additional or separate system.

|        | \$100            | \$150        | \$200        | \$400 |
|--------|------------------|--------------|--------------|-------|
| MSZ-LN | MSZ-LN25KIT      |              |              |       |
|        | MSZ-LN35KIT      |              |              |       |
|        | MSZ-LN50KIT      |              |              |       |
|        | MSZ-LN60KIT      |              |              |       |
| MSZ-EF | MSZ-EF25B/W/SKIT |              |              |       |
|        | MSZ-EF35B/W/SKIT |              |              |       |
|        | MSZ-EF42B/W/SKIT |              |              |       |
|        | MSZ-EF50B/W/SKIT |              |              |       |
| MSZ-AP | MSZ-AP20KIT      |              |              |       |
|        | MSZ-AP25KIT      |              |              |       |
|        | MSZ-AP35KIT      | NACZ ADZIVIT | MACZ ADOOMIT |       |
|        | MSZ-AP42KIT      | MSZ-AP71KIT  | MSZ-AP80KIT  |       |
|        | MSZ-AP50KIT      |              |              |       |
|        | MSZ-AP60KIT      |              |              |       |
| MSZ-AS |                  |              | MSZ-AS90KIT  |       |

| MSY-GN         | MSY-GN25KIT |             |                 |                 |
|----------------|-------------|-------------|-----------------|-----------------|
| (Cooling Only) | MSY-GN35KIT |             |                 |                 |
|                | MSY-GN42KIT | MSY-GN71KIT | MSY-GN80KIT     |                 |
|                | MSY-GN50KIT |             |                 |                 |
|                | MSY-GN60KIT |             |                 |                 |
| MFZ-KW         | MFZ-KW25KIT |             |                 |                 |
|                | MFZ-KW35KIT |             |                 |                 |
|                | MFZ-KW42KIT |             |                 |                 |
|                | MFZ-KW50KIT |             |                 |                 |
|                | MFZ-KW60KIT |             |                 |                 |
| PEA-M          |             |             | PEA-M100        |                 |
|                |             |             | GAAVKIT/GAAYKIT |                 |
|                |             |             | HAAVKIT/HAAYKIT |                 |
|                |             |             | PEA-M125        |                 |
|                |             |             | GAAVKIT/GAAYKIT |                 |
|                |             |             | HAAVKIT/HAAYKIT |                 |
|                |             |             |                 | PEA-M140        |
|                |             |             |                 | GAAVKIT/GAAYKIT |
|                |             |             |                 | HAAVKIT/HAAYKIT |

Purchase means purchase of an Eligible Product:

- I. for use in a residential home application;
- II. with payment in full being made during the Offer Period,
- III. from a Recognised Stockist; and
- IV. limited to a maximum of 3 Eligible Products per household.

The Promoter, at its sole discretion, may choose to extend the Redemption Offer to a greater number of Gift Cards, but excluding (i) purchases made by any entity with an Australian Business Number; (ii) purchases as part of commercial or business transactions or for residential development projects or commercial or industrial works; (iii) purchases via an auction or online bidding website; (iv) purchases of second hand products; (v) 'C grade' or 'seconds' products, and (vi) refurbished or demonstration products.

**Recognised Stockist** means a selected retailer or Mitsubishi Electric Dealer with an address in Australia that advertises the Redemption Offer in its outlets and is recognised by the Promoter as participating in this Promotion.

- 6. Participation in this Redemption Offer is deemed acceptance of these Terms and Conditions. The Redemption Offer is not valid in conjunction with any other offer of the Promoter.
- 7. The Promoter reserves the right to vary or amend these Terms and Conditions or to extend or cancel the Redemption Offer at any time.

# **Eligibility and Claims**

- 8. The Redemption Offer is only open to an Australian resident, with an Australian residential street address who:
  - a. is 18 years old or over;
  - b. is not a company, business or organisation of any description;
  - c. purchases an Eligible Product during the Offer Period from a Recognised Stockist;
  - d. submits a valid Claim Form for the Redemption Offer within the Claim Period at <u>www.mitsubishielectric.com.au/promotions</u> by inputting all the required details and successfully completing and submitting the Claim Form;
  - e. visits <u>www.mitsubishielectric.com.au/promotions</u> and follows the prompts on the online Claim Form and:
    - i. inputs all requested details without limitation including the Eligible Claimant's first name and surname, street address, email address, contact telephone number.
    - ii. uploads a copy of the original purchase tax invoice from a Recognised Stockist for the Eligible Product to Promoter with \$0 balance owing.

- iii. provides the product serial number of the Eligible Product to the Promoter in accordance with this clause 8.
- iv. submits the completed online claim form agreeing to these Terms and Conditions within the Claim Period.
- f. is not otherwise ineligible to participate in the Redemption Offer as set out in these Terms and Conditions and in particular clause 10.
- 9. Following the submission of the online Claim Form the Eligible Claimant (whether being an Eligible Claimant or not) will receive a unique claim reference number. That can be used by the claimant to access the track claim function on the website.
- 10. Employees or contractors of the Promoter and agencies associated with the Redemption Offer (and their immediate family members) are ineligible to enter the Redemption Offer. Immediate family members mean 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 first cousin.

## **Claim Validity**

- 11. Subject to clause 8, all Eligible Claimants who successfully complete and submit a valid Claim Form will receive the respective Gift Card amount stated in the table set out in the definition of Eligible Product.
- 12. The Gift Card can only be made out to the Eligible Claimant and is not transferable or exchangeable. If the Gift Card becomes unavailable for any reason beyond the reasonable control of the Promoter, a similar redemption of equal value will be provided.
- 13. Incomplete, indecipherable or fraudulent claims will be deemed invalid. It is the Eligible Claimant's responsibility to ensure that their contact details are correct and that the uploaded pictures are clear.
- 14. If any of the details that the Eligible Claimant provides in the Claim Form do not match the proof of purchase documentation uploaded and received by the Promoter, the Claim will be deemed invalid.
- 15. The Promoter reserves the right to verify any Redemption Offer claims and reject, in its absolute discretion, Redemption Offer claims that do not meet these Terms and Conditions.
- 16. The Promoter will validate the serial number and the tax invoice submitted by the claimant and will inform the claimant by email if any invalid information has been received. The claimant will have Fourteen (14) days from the date of the email to provide the valid information as applicable through the Claim Form promotion page. The Promoter in its absolute discretion may invalidate any claim if the claimant fails to provide the further requested information from the Promoter by the final date for submission of 31 August 2021.

## **Delivery**

- 17. The Gift Card may take up to 4 weeks for delivery from finalisation of a valid claim.
- 18. It is the Eligible Claimant's responsibility to ensure that all the details provided in the Claim Form for the Redemption Offer are accurate. In particular, it is the responsibility of the Eligible Claimant to provide correct and up to date address details to the Promoter.
- 19. The Eligible Claimant is responsible for any costs associated with making a claim on the Promoter's website. The Promoter makes no guarantee that its website will be available and will not be held responsible for interruption of service that may interfere with the Eligible Claimant's ability to participate in the Redemption Offer.

### General

- 20. The eftpos gift card is subject to the following Terms and Conditions:
  - eftpos prepaid Gift Cards are issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (Issuer).
  - b. eftpos Gift Cards are valid for use at any EFTPOS terminal in Australia and require activation before use. The eftpos Gift Card cannot be used to withdraw cash.
  - c. eftpos Gift Cards must be activated within 3 months of the issue date listed on your card.
  - d. Activated eftpos Gift Cards are valid for twelve (12) months from date of issue on the card. Upon expiration, the gift card will not be available for use.
  - e. eftpos Gift Cards are not transferable or exchangeable and cannot be redeemed as cash;
  - f. Any ancillary costs associated with redeeming the eftpos Gift Cards are not included. This may include, for example, any fees charged by merchants for using the Card, or currency exchange fees;
  - g. The Card is like cash and may not be replaced if misused, lost, stolen or damaged;
  - h. If for any reason a claimant does not redeem the entire balance on the eftpos Gift Card by its expiry, any remaining balance on the eftpos Gift Card will be forfeited;
  - i. Any unused balance on the eftpos Gift Card will not be redeemed as cash;
  - j. Redemption of the eftpos Gift Card is subject to any Terms and Conditions of the Issuer including those specified on the eftpos Gift Card website located at <a href="https://www.activatemycard.com.au/meaust">www.activatemycard.com.au/meaust</a>
- 21. The eftpos Gift Card must be activated within 3 months of the issue date noted on the back of the card to the Eligible Claimant. Upon activation by the Eligible Claimant, the Eligible Claimant has 12 months to use up the total value of the eftpos Gift Card. It is the Eligible Claimant's responsibility to activate the eftpos Gift Card in accordance with the Terms and Conditions set out by Gift Card Planet Pty Ltd available at <a href="https://www.activatemycard.com.au/meaust">www.activatemycard.com.au/meaust</a>. eftpos Gift Cards cannot be extended, refunded or replaced if the recipient has failed to activate the card within 3 months of the issue date on the card. Any balance remaining on an eftpos Gift Card after the 12 month expiry cannot be refunded or transferred to a new card. The Promoter takes no responsibility for eftpos Gift Cards that are lost or stolen, whether in the course of mailing or after receipt of the eftpos Gift Card, and any loss suffered by any Eligible Claimant as a direct or result of Gift Card Planet conduct.
- 22. The Digital Prepaid Mastercard is subject to the following Terms and Conditions:
  - a. The Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with their Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Entrant will automatically download and open the Mobile Pay App, populating and validating the Entrant's mobile number and activation code. The Entrant is then required to enter their claim id, and if they are:
    - i. a first time user of the Mobile Pay App, create a password (minimum of 6 characters) and enter their date of birth; or
    - ii. a registered user of Mobile Pay App already, enter their existing password. The Entrant may then add the card to the wallet on their phone.
  - b. Entrants can create a PIN for the Digital Prepaid Mastercard via the Mobile Pay App as using the Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the "Do I need to set a PIN on my card?" FAQ located at <a href="https://edgemobilepay.com/support">https://edgemobilepay.com/support</a>.

- c. Entrants who do not have a supported smart phone will be notified via a web page when they click on the link that was sent to them by SMS to activate their Digital Prepaid Mastercard. The web page will direct them to Edge's customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <a href="http://www.activatethecard.com.au/termsandconditions">http://www.activatethecard.com.au/termsandconditions</a>.
- d. Digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 3 months in which the Digital Prepaid Mastercard activation code must be activated.
- e. The Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you notice prior to expiry.

The Mobile Pay Prepaid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd.

See <a href="https://edgemobilepay.com/terms-and-conditions">https://edgemobilepay.com/terms-and-conditions</a> for terms and conditions. Card expiry card balance can be viewed on your mobile phone in the Mobile Pay app. Mastercard is a registered

trademark, and the circles design is a trademark of Mastercard International Incorporated.

- 23. To the fullest extent permitted by law, the Promoter and its related companies, all their agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the Redemption Offer including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these Terms and Conditions is intended to exclude, restrict or modify a person's rights under the Competition and Consumer Act 2010 (Cth).
- 24. If, in the opinion of the Promoter, the Redemption Offer is not capable of being conducted as reasonably anticipated for any reason, including but not limited to interference from an Eligible Claimant or other parties, technical difficulties, acts of God, or fraud, the Promoter reserves the right, in its sole discretion and to the fullest extent permitted by law to either disqualify an Eligible Claimant, or modify, suspend, terminate or cancel the Redemption Offer as considered appropriate by the Promoter.
- 25. The Promoter collects personal information in order to conduct this Redemption Offer and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. The Promoter may, for an indefinite period, unless otherwise advised, use the information of Eligible Claimants for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning Eligible Claimants.
- 26. Other than set out in clause 25 above, the Promoter will use the personal information of Eligible Claimants in accordance with its privacy policy, available at <a href="http://www.mitsubishielectric.com.au/privacy.htm">http://www.mitsubishielectric.com.au/privacy.htm</a>.
- 27. These Terms and Conditions are to be interpreted in accordance with the laws of the State of New South Wales and all parties submit to the non-exclusive jurisdiction of the Courts of that State.

Promotion Support is available at:

Phone: 1300 431 011