

# TERMS & CONDITIONS

## Mitsubishi Heavy Industries 'Escape the Heat' Scratch & Win Promotion Terms and Conditions

### 1. General

- a. The Promoter is Mitsubishi Heavy Industries Air-Conditioners Australia Pty Ltd (ABN 92 133 980 275) of 9C Commercial Road, Kingsgrove NSW 2111
- b. The Promotion will be conducted in all Australian States and Territories. Permit Numbers: NSW: LTPS/17/18406; ACT:TP 17/02032.1; SA: T17/1889
- c. By participating in this Promotion, you accept these Terms and Conditions.
- d. In these Terms and Conditions, the following terms have the following meanings:
  - **"Participating Products"** means the Mitsubishi Heavy Industries Air-Conditioners Australian products listed on [summer2018.mhiaapromo.com](http://summer2018.mhiaapromo.com)
  - **"Participating Retailers"** means The Good Guys, Bunnings and any other distributors and dealers that stock or sell Participating Products and have opted to participate in this Promotion. The location of all Participating Retailers can be found on [www.mhial.com.au](http://www.mhial.com.au).
  - **"Prize"** means the Cash Bonus claimed under clause 4 of these Terms and Conditions and the reward awarded through the Online Scratchie under clause 5 of these Terms and Conditions.
  - **"Promotion End Date"** means 11:59 AEST on 30 April 2018.
  - **"Purchase Period"** means the period between **8.00am AEST on 1 November 2017 and ends at 11:59pm AEST on 31 March 2018.**

### 2. Eligibility

- a. The Promotion is only open to Australian residents aged 18 years or older, **excluding**:
  - i. Management, employees, directors and contractors of the Promoter, its related entities, the Participating Retailers and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes);
  - ii. Persons who make purchases in the name of trusts, companies, businesses, commercial or residential developers, builders, subcontractors, installers or resellers;
  - iii. The immediate family, which 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 first cousin.

### ("Eligible Entrants")

### 3. Prizes

- a. Eligible Entrants who make a cash bonus claim in accordance with clause 4 below will receive a cash back bonus in form of an EFT payment to their bank account ("**Cash Bonus**").
- b. Any Eligible Entrant who has made a cash bonus claim in accordance with clause 4 will also have the opportunity to participate in the online scratchie for a chance to double or triple their cash bonus on the terms set out in clause 5 ("**Online Scratchie**").
- c. The total Prize Pool for the Online Scratchie is a maximum of \$50,000.00 (**Cash Bonus**).

### 4. Eligibility Criteria for Cash Bonus Claim

- a. In order to make a Cash Bonus claim, you must during the Purchase Period purchase a Participating Product from a Participating Retailer.
- b. You must then go to [summer2018.mhiaapromo.com](http://summer2018.mhiaapromo.com) and follow the links to the online claiming form ("**Form**").
- c. The Form must be fully completed and received by the Promoter prior to the Promotion End Date in order for a Cash Bonus to be provided to you by the Promoter.
- d. By entering into this Promotion you agree to provide:
  - All details requested by the Promoter, including but not limited to, their first name, surname, contact phone number, postal address, email address and date of birth;
  - i. Your full contact details must correspond with what is printed on the tax invoice;
  - ii. Your installation address;

- iii. The model and serial number of the Participating Product purchased (if the serial number is not shown on the tax invoice, please refer to the website for details on how to find the serial number on the unit);
  - iv. The Participating Retailer where you have purchased the Participating Product;
  - v. Your tax invoice number;
  - vi. A scan or photograph of your tax invoice (paid in full) in a formatted accepted on the Form, and
  - vii. Correct bank details for the electronic funds transfer (EFT).
- e. You are responsible for ensuring that your bank account details and email address are complete and accurate, and the Promoter accepts no responsibility or liability for incorrect banking or other details being provided.
  - f. If you make a Cash Bonus claim you will receive your Cash Bonus in form of an EFT payment to your bank account within four to six weeks, providing their claim is valid.
  - g. The Cash Bonus that may be claimed in respect of each Participating Product can be found at [summer2018.mhiaapromo.com.au](http://summer2018.mhiaapromo.com.au).
  - h. You may make a claim for a Cash Bonus in respect of each Participating Product that you have purchased. However, cash bonuses are capped at three (3) entries per household. By making a claim for the 'cash bonus' you agree that the Promoter or any of its associates may contact you via email.
  - i. Once you have made a claim for the Cash Bonus and your claim has been verified by the Promoter or its associate, you will receive an email from the Promoter that will set out the steps you will need to take in order to participate at the Online Scratchie.

#### **5. Participating in the Online Scratchie**

- a. The Online Scratchie is being conducted by Hachiko Pty Ltd:  
Phone: (02) 8015-7702  
Email: [info@mhiaapromotion.com](mailto:info@mhiaapromotion.com)  
Postal Address: 111A Union Street, McMahon's Point NSW 2060
- b. The Online Scratchie is conducted via an instant pre-determined computer draw.
- c. Prizes under the Online Scratchie will be awarded at random intervals. The maximum Prizes available are up to 200 triple cash backs on the Cash Bonus and up to 600 double cash backs on the Cash Bonus until the Total Prize Pool has been reached.
- d. You may participate in an Online Scratchie only once by making a cash bonus claim in accordance with clause 4.
- e. In order to participate in the Online Scratchie you must follow the links in the email received from the Promoter or its associates.
- f. If your Online Scratchie has won a cash prize, you will receive such cash prize within six weeks from the date you have participated in the Online Scratchie. This is an instant win promotion and winners will be notified immediately via the Online Scratchie facility whether they have won a cash prize.
- g. The Online Scratchie is only available until the Promotion End Date. You cannot participate in the Online Scratchie thereafter.

#### **6. Further Entry Conditions**

- a. The Promotion will conclude on the Promotion End Date.
- b. All entries must be received by the Promoter by the end of the Promotion End Date. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
- c. You can only submit your entry in accordance with clauses 4 and 5. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
- d. Automated entries and computer generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
- e. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.
- f. You are responsible for all costs associated with entering this Promotion.

#### **7. Entry Content**

- a. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these Terms and Conditions and any other instructions provided by the Promoter. For the purposes of these Terms and Conditions, "entry content" includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
- b. Your entry must not:
  - . Include any content that is in violation of any law or regulation;

- i. Be fraudulent, deceptive or misleading in any way; or
  - ii. Include any content that infringes the rights of any person.
- c. By entering this promotion, you agree to assign all rights in your entry to the Promoter and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), in marketing, advertising and promotional materials, on the Promoter's websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis.

**8. Determining and notifying winners**

- a. The Promoter and the companies and agencies associated with this promotion may publish the name, country and state/territory of residence for winners on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to this and requests that his or her full address not be published.

**9. Conditions applicable to the Prizes**

- a. Prizes are not transferable, exchangeable for any other item.
- b. The value of each Prize is inclusive of GST.
- c. The Promoter accepts no responsibility for any variation in the value of a Prize after that time.
- d. If a Prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the any relevant gaming authorities as required.
- e. If a Prize is not accepted or claimed in accordance with the Terms and Conditions, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed Prize in accordance with the details specified in these Terms and Conditions, subject to any directions given by any relevant gaming authority.
- f. In the circumstances where the Promotion does not have an actual Prize draw (for example, cash back promotions) or are conducted via instant draws, the Promoter reserves its right to forfeit any unclaimed Prizes.
- g. You acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of your ineligibility to enter into this Promotion after the Promoter has awarded a Prize to you. In any such event, return of the Prize to the Promoter may be required by the Promoter.

**10. Promoter's Rights**

- a. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- b. 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:
  - . To disqualify any entrant; or
  - i. Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
- c. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Promotion. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at <https://mhiaa.com.au/index.php/about-us/privacy-policy-terms-of-use>. Entrants should direct any request to access, update, correct information or opt out to the Promoter.
- d. All entries become the property of the Promoter.
- e. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
- f. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought.

- g. Entrants and winners may be required to provide proof of identity, proof of age and proof of residency to verify their entry. Identification considered suitable for verification is at the Promoter's discretion and retain their delivery invoice to demonstrate their proof of purchase to the Promoter to verify that the relevant prize should be awarded. If an entrant/winner fails to provide proof of identity and/or proof of purchase by the time and date stipulated by the Promoter, their entry/Prize claim will be deemed invalid at the Promoter's discretion.

#### 11. No Liability of the Promoter

- a. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to state government legislation.
- b. 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 Promotion 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**").
- c. 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 the Promotion, including but not limited to the following:
  - . any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - i. any theft, unauthorised access or third party interference;
  - ii. any entry 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;
  - iii. any loss or damage to a Prize in transit;
  - iv. any tax liability incurred; or
  - v. the use or enjoyment of a Prize.