

Terms and Conditions

Mitsubishi Heavy Industries Cruise Through Winter Competition

Your entry into Mitsubishi Heavy Industries Cruise Through Winter Competition (**the competition**) is deemed acceptance of the following Terms and Conditions and the Cash Back Terms and Conditions. Information on how to enter this competition and the prize(s) form part of these Terms and Conditions.

For the purposes of these Terms and Conditions:

- a) "Cash Back Terms and Conditions" means the terms and conditions relating to the Cash Back Incentive, available at www.mhiaapromo.com.au/termsandconditions; and
- b) "Cash Back Incentive" means the cash back incentive relating to an eligible Mitsubishi Heavy Industries product, as further set out in the Cash Back Terms and Conditions and at mhiaapromo.com.au.

Who Can Enter

1. The competition is only open to Australian residents aged 18 years and over who meet these Terms and Conditions and the Cash Back Terms and Conditions.
2. Employees and immediate families of Mitsubishi Heavy Industries Air-Conditioners Australia Pty. Ltd (**the promoter**) and associated agencies are not eligible to enter the competition. Immediate family includes: spouse, ex-spouse, defacto spouse, child or step-child (including by adoption), parent, step-parent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. By entering the competition you warrant that you meet the entry requirements detailed in these Terms and Conditions and the Cash Back Terms and Conditions and accept all conditions therein.
4. The promoter reserves the right, in its sole discretion, to disqualify any individual deemed by the promoter to have breached any of the competition Terms and Conditions or engaged in unlawful or improper misconduct compromising the fair and just running of the promotion.
5. The promoter reserves the right to verify the validity of any entry or individual entering the competition at any time.

How to Enter

6. The competition commences on 1 May 2018 at 01:00 AM AEST and closes on 31 August 2018 at 23:59 PM AEST (**the competition period**).
7. Competition entries must be received within the competition period.
8. To enter the competition, eligible individuals must:

- i) purchase an eligible Mitsubishi Heavy Industries product between 1 May 2018 and 31 August 2018 (see either <https://mhiaa.com.au/#promotions> or mhiaapromo.com.au for eligible products)
- ii) apply for the Cash Back Incentive by properly completing the cash back claim form available on mhiaapromo.com.au in full before 31 August 2018 at 23:59 PM AEST
- iii) tick the box on the application form to confirm they would like to be entered into the Cruise Through Winter competition

9. Multiple entries are not permitted. A maximum of one (1) entry per household is permitted in total.

10. Late, incomplete, indecipherable, discriminatory or otherwise offensive entries will be deemed invalid and may be disqualified.

The Prize

11. The total prize pool comprises of four (4) cruise holiday packages (**prizes**). Each of the four prizes include:

- one (1) minimum four (4) night cruise holiday package departing from the winner's nearest state capital port – for 2 adults
- one (1) EFT transfer of \$1,000 spending money – total per package

12. Additional costs and any other ancillary cost resulting from acceptance of the prize that are not stated as inclusions are not included as part of the prize and are the responsibility of the prize winner. These may include, but are not limited to visa and passport applications, vaccinations additional taxes, airport transfers, additional transfers, travel insurance, spending money, additional meals and additional sightseeing or activities.

13. The total prize pool is valued at \$20,000 AUD. The prize or any portion thereof, is not transferrable or exchangeable and cannot be taken as cash, unless otherwise stated or agreed by the promoter. No compensation will be offered if the prize winner is unable to take the prize as stated.

14. The prize is subject to availability at the time of booking. The promoter reserves the right to substitute any portion of the prize for an alternative of equal or greater value in accordance with licensing and state regulations.

15. The prize must be redeemed within 6 months of the draw date.

16. A credit card imprint or deposit may be required by the cruise provider for all incidental charges not included as part of this prize.

The Prize Draw and Judging Process

17. The prize draw will take place at OrigamiGlobe's Head Office in Clontarf, Queensland 4019 on 21 September 2018 at 11:00 AM AEST.

18. The first four (4) valid entries to be drawn by computer-generated random selection will be deemed the winners of the competition's prizes (prize winners).

19. The prize winners will be notified by phone and/or email within 24 hours of the draw date. Upon acceptance of the prize, the prize winner's name will be published on Mitsubishi Heavy Industries' promotional website mhiaapromo.com.au as well as on Mitsubishi Heavy Industries' social media profiles.

20. The prize must be claimed by the prize winner within ten (10) days of being notified. To claim their prize, prize winners must submit a legible copy of their original tax invoice as proof of purchase for verification purposes.

21. If for any reason, the prize winner does not claim their prize, or fails to provide an eligible tax invoice as proof of purchase within the specified period; the prize will be forfeited and a redraw will be conducted on 5 October 2018 at 11:00 AM AEST to determine a valid prize winner.

22. The promoter's decision is final and no correspondence will be entered into.

23. Please note that additional Terms and Conditions of the prize providers involved may apply with regards to redemption of the prize.

24. Upon acceptance of the prizes, prize winners may be requested to complete a Deed of Release stating their acceptance of the prize and all related Terms and Conditions.

Liability and Release

25. Your entry into the competition, confirms that you own all necessary rights to provide the intellectual property constituting your entry.

26. As a condition of entering the competition, you hereby grant the promoter, the supplier and their affiliates irrevocable, royalty-free rights to reproduce, modify and republish any material created as a result of entry into the competition, including but not limited to your competition entry, photographs, sound recordings and video recordings and acknowledge you will not be entitled to any fee for such use.

27. 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.

28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Instagram.

Personal Information

29. Any personal information submitted to the promoters will be held in accordance with the Privacy Act. The promoter reserves the right to disclose personal information of entrants to the supplier and its affiliates assisting with the running of the competition.

30. Personal information collected during the competition period may be used by the promoter for direct marketing purposes.

31. All personal information will be handled in accordance with the promoter's Privacy Policy available here <https://www.mhial.com.au/index.php/about-us/privacy-policy-terms-of-use>.

Promoter Information

32. The promoter is Mitsubishi Heavy Industries Air-Conditioners Australia Pty. Ltd (ABN 92 133 980 275) of 9C Commercial Road, Kingsgrove, NSW 2208. You can contact the promoter on 1800 229 408 or info@mhialpromo.com.au.

Authorised under NSW Permit No. LTPS/18/23814

Authorised under ACT Permit No. TP 18/00791

Authorised under SA Licence No. T18/724

Mitsubishi Heavy Industries Cruise Through Winter Cash back Promotion

Terms and Conditions

1. Eligible claimants may qualify to receive a cash back (**Cash Back Incentive**) in accordance with these terms and conditions (**Terms**).
2. Information on how to claim a Cash Back Incentive forms part of these Terms and application for a Cash Back Incentive is deemed acceptance of these Terms.
3. The Promoter is Mitsubishi Heavy Industries Air-Conditioners Australia PTY. Ltd (ABN 92 133 980 275) of 9C Commercial Road, Kingsgrove, NSW 2208 (**Promoter**).
4. The claimant is responsible for ensuring his or her familiarity with the Terms at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of the Terms generally.
5. All claimants acknowledge that the Promoter can rely on these Terms even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Cash Back Incentive to the ineligible person. Return of the Cash Back Incentive or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of these Terms and the Cash Back Incentive is final and binding on every person who enters. No correspondence will be entered into.
7. Outlets participating in the Cash Back Incentive are stockists of eligible Mitsubishi Heavy Industries Air-Conditioners Australia products located in Australia and can be located on the website www.mhial.com.au (**Participating Outlets**).

PURCHASE PERIOD

8. Purchases for the Cash Back Incentive must be made between 1 May 2018 and 31 August 2018 inclusive (**Purchase Period**).

CLAIM PERIOD

9. Claims for the Cash Back Incentive must be submitted between 00:01 AEST on 1 May 2018 and 23:59 AEST on 30 September 2018 (**Claim Period**).

WHO CAN PARTICIPATE

10. Purchases must only be for domestic and residential use, and not for non-residential, industrial or business use.

11. The Cash Back Incentive is only open to Australian residents aged 18 years or older, excluding:

(a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes);

(b) persons or organisations who make the purchase in the name of a trust, company, business, or commercial or residential developers, builders, subcontractors, installers, resellers or real estate agents, or any other person or organisation who makes the purchase for business purposes;

(c) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 11(a)-(b) of these Terms (whether a biological relation or not);

(d) persons who have breached the terms and conditions of any other promotion run by or on behalf of the Promoter,

(Eligible Claimants). The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

HOW TO CLAIM

12. To be eligible to claim the Cash Back Incentive, the claimant must:

(a) purchase an eligible Mitsubishi Heavy Industries product as listed below in paragraph 16 **(Eligible Products)** from a Participating Outlet during the Purchase Period; and

(b) during the Claim Period, visit www.mhiaapromo.com.au and follow the links to the online claim form **(Claim Form)** and fully complete and submit the Claim Form by providing:

i. 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;

ii. installation address of the Eligible Product purchased;

iii. the model and serial number of the Eligible Product purchased (if the serial number is not shown on the tax invoice, refer to the Claim website for details on how to find the serial number on the unit);

iv. the Participating Outlet where the Eligible Product was purchased;

v. the tax invoice number for the Eligible Product **(Tax Invoice)**;

vi. a scan or photograph of their Tax Invoice (paid in full) in a format accepted on the Claim Form; and

vii. correct bank details for electronic funds transfer (EFT) in order for the Promoter to provide the Cash Back Incentive.

ADDITIONAL PROMOTION

13. Eligible Claimants may choose to enter the additional promotion run by the Promoter, being a prize draw to win one of four Cruise Holiday Packages valued at up to \$5,000 AUD each (**Additional Promotion**).

14. Details on how to enter the Additional Promotion can be found at mhiaapromo.com.au.

15. By entering the Additional Promotion, the Eligible Claimant accepts the terms and conditions relating to the Additional Promotion, available at <https://mhiaapromo.com.au/terms-and-conditions/>

ELIGIBLE PRODUCTS

16. Eligible Products are listed in the table below. The value of the Cash Back Incentive available to be claimed for each Eligible Product is referenced next to the respective product.

Set Model No.				Cash back Value
<i>Ducted Systems</i>	<i>Indoor Model</i>	<i>Outdoor Model</i>	<i>kW</i>	
FDA71AVNXAVF	FDA71VF	FDA71VNXA	7.1kW	\$ 400.00
FDA100AVNVF2	FDA100VF2	FDA100VN	10kW	\$ 400.00
FDA125AVNXVF	FDA125VF	FDA125VNX	12.5kW	\$ 400.00
FDA125VSXVF	FDA125VF	FDC125VSX	12.5kW	\$ 400.00
FDA140AVNXVF	FDA140VF	FDA140VNX	14kW	\$ 400.00
FDA140AVSXVF	FDA140VF	FDA140VSX	14kW	\$ 400.00
FDA160AVASVF	FDA160VF	FDA160VSA	16kW	\$ 400.00
FDA200AVSAVG	FDA200VG	FDA200VSA	20kW	\$ 400.00
<i>High Wall Split Systems</i>	<i>Indoor Model</i>	<i>Outdoor Model</i>	<i>kW</i>	
DXK06ZM-Set	DXK06ZM-S	DXC06ZM-S	2.0kW	\$ 100.00
DXK09ZMA-Set	DXK09ZMA-S	DXC09ZMA-S	2.5kW	\$ 100.00
DXK12ZMA-Set	DXK12ZMA-S	DXC12ZMA-S	3.3kW	\$ 100.00
DXK18ZMA-Set	DXK18ZMA-S	DXC18ZMA-S	5.0kW	\$ 150.00
DXK21ZMA-Set	DXK21ZMA-S	DXC21ZMA-S	6.3kW	\$ 150.00
DXK24ZMA-Set	DXK24ZMA-S	DXC24ZMA-S	7.1kW	\$ 200.00
DXK28ZMA-Set	DXK28ZMA-S	DXC28ZMA-S	8kW	\$ 200.00
DXK32ZMA-Set	DXK32ZMA-S	DXC32ZMA-S	9.2kW	\$ 200.00
DXK06ZSA-W-Set	DXK06ZSA-W	DXC06ZSA-W	2.0kW	\$ 100.00
DXK09ZSA-W-Set	DXK09ZSA-W	DXC09ZSA-W	2.5kW	\$ 100.00
DXK12ZSA-W-Set	DXK12ZSA-W	DXC12ZSA-W	3.5kW	\$ 100.00
DXK18ZSA-W-Set	DXK18ZSA-W	DXC18ZSA-W	5.0kW	\$ 150.00
DXK21ZRA-W-Set	DXK21ZRA-W	DXC21ZRA-W	6.3kW	\$ 150.00
DXK24ZRA-W-Set	DXK24ZRA-W	DXC24ZRA-W	7.1kW	\$ 200.00
DXK28ZRA-W-Set	DXK28ZRA-W	DXC28ZRA-W	8.0kW	\$ 200.00
DXK33ZRA-W-Set	DXK33ZRA-W	DXC33ZRA-W	9.5kW	\$ 200.00
SRK10YL-Set	SRK10YL-S	SRC10YL-S	2.5kW	\$ 100.00
SRK13YL-Set	SRK13YL-S	SRC13YL-S	3.5kW	\$ 100.00
SRK18YL-Set	SRK18YL-S	SRC18YL-S	5.0kW	\$ 100.00

SRK24YRA-W-Set	SRK24YRA-W	SRC24YRA-W	7.1kW	\$	100.00
SRK24YMA-Set	SRK24YMA-S	SRC24YMA-S	7.1kW	\$	100.00
SRK20ZMA-Set	SRK20ZMA-S	SRC20ZMA-S	2.0kW	\$	100.00
SRK25ZMA-Set	SRK25ZMA-S	SRC25ZMA-S	2.5kW	\$	100.00
SRK35ZMA-Set	SRK35ZMA-S	SRC35ZMA-S	3.3kW	\$	100.00
SRK50ZMA-Set	SRK50ZMA-S	SRC50ZMA-S	5.0kW	\$	150.00
SRK63ZMA-Set	SRK63ZMA-S	SRC63ZMA-S	6.3kW	\$	150.00
SRK71ZMA-Set	SRK71ZMA-S	SRC71ZMA-S	7.1kW	\$	200.00
SRK80ZMA-Set	SRK80ZMA-S	SRC80ZMA-S	8.0kW	\$	200.00
SRK92ZMA-Set	SRK92ZMA-S	SRC92ZMA-S	9.2kw	\$	200.00
SRK20ZSA-W-Set	SRK20ZSA-W	SRC20ZSA-W	2.0kW	\$	100.00
SRK25ZSA-W-Set	SRK25ZSA-W	SRC25ZSA-W	2.5kW	\$	100.00
SRK35ZSA-W-Set	SRK35ZSA-W	SRC35ZSA-W	3.5kW	\$	100.00
SRK50ZSA-W-Set	SRK50ZSA-W	SRC50ZSA-W	5.0kW	\$	150.00
SRK63ZRA-W-Set	SRK63ZRA-W	SRC63ZRA-W	6.3kW	\$	150.00
SRK71ZRA-W-Set	SRK71ZRA-W	SRC71ZRA-W	7.1kW	\$	200.00
SRK80ZRA-W-Set	SRK80ZRA-W	SRC80ZRA-W	8.0kW	\$	200.00
SRK95ZRA-W-Set	SRK95ZRA-W	SRC95ZRA-W	9.5kW	\$	200.00

17. A maximum of three **(3)** Eligible Products purchased in one **(1)** transaction can be claimed towards the Cash Back Incentive.

18. An Eligible Claimant may only submit one (1) claim for a Cash Back Incentive per household (containing up to three (3) Eligible Products) and only one (1) entry in the Additional Promotion per household is permitted. Duplicate tax invoices will be rejected.

CASH BACK INFORMATION

19. The Cash Back Incentive is only paid in Australian dollars (AUD) via Electronic Funds Transfer (EFT) to the account nominated on the Claim Form. The value of the Cash Back Incentive will depend on the Eligible Product purchased as set out in paragraph 16.

20. Eligible Claimants should allow approximately four (4) weeks from the date of when they submit their Eligible Claim to receive their Cash Back Incentive.

21. The Eligible Claimant must ensure that all details provided for the payment of the Cash Back Incentive are correct. The Eligible Claimant is responsible for providing full and accurate bank details and the Promoter will not be responsible for any errors in providing incorrect bank details.

VERIFICATION

22. Eligible Claimants must retain their original Tax Invoice (**Proof of Purchase**) which corresponds to the claim they submit in the Promotion.

23. If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion:

(a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to claim the Cash Back Incentive and compliance with these Terms; and

(b) Their Proof of Purchase that corresponds to all claims they have submitted for a Cash Back Incentive.

23. If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, any claim submitted by the claimant for a Cash Back Incentive will be deemed invalid.

24. Claimants can only participate in the Promotion in their own name. Claimants who submit claims using multiple aliases (i.e. multiple names, addresses and/or email addresses) will be deemed ineligible to claim.

25. The claimants' full contact details should correspond with the Tax Invoice to be valid. For the avoidance of doubt, Tax Invoices without the claimant's name or other contact details reasonably required by the Promoter to identify the claimant will be invalid.

GENERAL

26. Any costs associated with accessing the Promoter's website or submitting a Claim Form are the claimant's sole responsibility. Claimants must submit their claims online only.

27. The Promoter is not responsible for any technical difficulties associated with submitting the Claim Form that are outside of the Promoter's control.

28. The Promoter accepts no responsibility for any Claim Forms not received for any reason during the Claim Period. No responsibility will be taken for lost, late or misdirected Claim Forms.

29. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit Claim Forms is prohibited and will render all claims from the claimant invalid.

30. Incomplete, ineligible, indecipherable or incorrect claims will be deemed invalid.

31. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.

32. If more than one person attempts to claim a Cash Back Incentive for the same Eligible Product detailed in a Tax Invoice, the Promoter has sole and absolute discretion to determine which of those persons the legitimate claimant is.

33. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Cash Back Incentive, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Cash Back Incentive.

34. Any claimant who, in the opinion of the Promoter, tampers or interferes with the claim mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is

likely to jeopardise the fair or proper conduct of the Cash Back Incentive, or who does not properly comply with the claim process, will be ineligible to claim the Cash Back Incentive.

35. All customer enquiries are to be directed to **1800 229 408** or **info@mhiaapromo.com.au**.

36. The:

(a) Promoter, the Promoter's related entities, the Participating Outlets and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in paragraph 11(a),

shall not be liable for any loss or claim, taxes, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Cash Back Incentive or the Additional Promotion, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

PERSONAL INFORMATION

37. All information Claimants provide (**Personal Information**) in claiming the Cash Back Incentive will be used by the Promoter for the purpose of administering the claim, verifying claimants and providing the Cash Back Incentive.

Should a claimant's Personal Information change during the Promotion Period, it is the Claimant's responsibility to notify the Promoter using the contact information on www.mhiaapromo.com.au.

The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion.

OPTING-IN TO HEAR FROM THE PROMOTER

38. Should a Claimant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Claim Form, information provided by the claimant may be entered into a database and may be used by the Promoter, the Promoter's related entities, and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to the claimant.

39. Claimants who elect to 'opt in' may request to update or correct their Personal Information held by the Promoter and/or may request that they not receive further Promotional or marketing communications from the Promoter at any time by contacting the Promoter at the address noted in paragraph 3 or by electing to 'opt out' by using the 'opt out' function on any marketing materials received.

PRIVACY POLICY

40. Claimants may view the Promoter's privacy policy by visiting <https://mhiaa.com.au/index.php/about-us/privacy-policy-terms-of-use>. The privacy policy details how a privacy complaint can be made.

41. The Promoter is bound by the Australian Privacy Principles in the Privacy Act as well as any other applicable laws.