

## EFTPOS Gift Card 2019 Redemption Offer

### Terms & Conditions

1. This document sets out the terms and conditions for participation in the "Mitsubishi Electric Air Conditioner Eftpos 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 2019 and ends at 11.59pm AEST on 31st July 2019 (**Offer Period**).
4. This promotion is for an Eftpos Gift Card recoverable by way of redemption by each Eligible Claimant who purchases a Participating 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/eftposgiftcard](http://www.mitsubishielectric.com.au/eftposgiftcard).

**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 1st April 2019 and ending at 11:59 pm AEST on 31st August 2019.

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

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

**Participating 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
<b><u>MSZ-LN</u></b>	MSZ-LN25KIT			
	MSZ-LN35KIT			
	MSZ-LN50KIT			
	MSZ-LN60KIT			
<b><u>MSZ-FH</u></b>	MSZ-FH25KIT			
	MSZ-FH35KIT			
	MSZ-FH50KIT			
<b><u>MSZ-EF</u></b>	MSZ-EF25VE2B/W/SKIT			
	MSZ-EF35VE2B/W/SKIT			
	MSZ-EF42VE2B/W/SKIT			
	MSZ-EF50VE2B/W/SKIT			
<b><u>MSZ-AP</u></b>	MSZ-AP25VGDKIT			
	MSZ-AP35VGDKIT			
	MSZ-AP42VGDKIT	MSZ-AP71VGDKIT	MSZ-AP80VGDKIT	
	MSZ-AP50VGDKIT			
	MSZ-AP60VGDKIT			
<b><u>MSZ-GL</u></b>	MSZ-GL25VGDKIT			
	MSZ-GL35VGDKIT			
	MSZ-GL42VGDKIT	MSZ-GL71VGDKIT	MSZ-GL80VGDKIT	
	MSZ-GL50VGDKIT			
	MSZ-GL60VGDKIT			

<u>MFZ-KJ</u>	MFZ-KJ25KITVE			
	MFZ-KJ35KITVE			
	MFZ-KJ50KITVE			
	MFZ-KJ60KITVE			
<u>PEA-RP</u> <u>PEA-M</u>			PEA-RP100 PEA-M100 GAAVKIT/GAAYKIT	
			PEA-RP125 PEA-M125 GAAVKIT/GAAYKIT	
				PEA-RP140 PEA-M140 GAAVKIT/GAAYKIT

**Purchase** means purchase of a Participating Product:

- I. for use in a residential home application;
- II. with payment in full being made during the Offer Period; and
- III. from a Recognised Stockist,

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 a Participating Product during the Offer Period from a Recognised Stockist;
  - d. submits a valid Claim Form for the Redemption Offer within the Claim Period at [www.mitsubishielectric.com.au/eftposgiftcard](http://www.mitsubishielectric.com.au/eftposgiftcard) by inputting all the required details and successfully completing and submitting the Claim Form;
  - e. visits [www.mitsubishielectric.com.au/eftposgiftcard](http://www.mitsubishielectric.com.au/eftposgiftcard) 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 Participating Product to Promoter.
    - iii. provides the product serial number of the Participating 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 Eftpos Gift Card amount stated in the table set out in the definition of Participating Product.
12. This Redemption Offer is limited to a maximum of 3 Participating Products per household.  
The Promoter, at its sole discretion, may choose to extend the Redemption Offer to a greater number of Eftpos Gift Cards.
13. The Eftpos Gift Card can only be made out to the Eligible Claimant and is not transferable or exchangeable. If the Eftpos Gift Card becomes unavailable for any reason beyond the reasonable control of the Promoter, a similar redemption of equal value will be provided.
14. 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.
15. 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.
16. 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.
17. 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 Track Claim 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 2019.

### **Delivery**

18. The Eftpos Gift Card may take up to 4 weeks for delivery from finalisation of a valid claim.
19. 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.
20. 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**

21. The Eftpos Gift Card must be activated within 2 months of the date noted on the letter 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 [www.giftcardplanet.com.au](http://www.giftcardplanet.com.au). Eftpos Gift Cards cannot be extended, refunded or replaced if the recipient has failed to activate the card within 2 months of the date on the supplied letter. 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. 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).
23. 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.
24. 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.
25. Other than set out in clause 24 above, the Promoter will use the personal information of Eligible Claimants in accordance with its privacy policy, available at <http://www.mitsubishielectric.com.au/privacy.htm>.
26. 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