

**MITSUBISHI HEAVY INDUSTRIES AIR-CONDITIONERS AUSTRALIA, PTY. LTD.**

**CONSUMER PROMOTION 2021 - AUSTRALIA**

**“Buy Any Eligible Product and Be Eligible to Claim up to \$450 Cash Bonus”.**

**TERMS AND CONDITIONS**

1. In accordance with these Terms, eligible claimants (**You, Your or Eligible Claimant**) may qualify to receive a Cash Bonus (see clause 22).
2. By claiming a Cash Bonus, you are agreeing to the following Terms and Conditions (“**Terms**”).
3. Definitions used in these Terms:
  - (a) **Eligible Product** means any of the Promoter's products listed on [www.mhial.com.au/promotion](http://www.mhial.com.au/promotion) and in these Terms.  
**Participating Outlets** means any licensed dealer, installer or outlet that has opted to participate in the promotion and who are stockists of Eligible Products located in Australia. A list of some participating Outlets can be located on the [www.mhial.com.au/home/wheretobuy](http://www.mhial.com.au/home/wheretobuy)
  - (b) **Promoter** means Mitsubishi Heavy Industries Air-Conditioners Australia, Pty. Ltd. (ABN 92 133 980 275) of Block E 391 Park Road, Regents Park, NSW 2143.
  - (c) **Promoter's Agent** means Hachiko Pty Ltd (ABN 16 159 809 257) of 111A Union Street, McMahon's Point NSW 2060.
4. The Promoter's Agent is responsible for the validation and approval of all entries submitted during the promotion. By participating in this promotion, you agree to receive correspondence from the Promoter's Agent.
5. Information on how to claim, the Cash Bonus and the Promotion form part of these Terms. Participation in this Promotion is deemed acceptance of these Terms.
6. The Eligible 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 an Eligible Claimant or not) does not constitute a waiver of that restriction or of the Terms in general.
7. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the claims process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. All Eligible 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 Bonus to the ineligible person. Return of the Cash Bonus or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

8. The Promoter's decision in relation to any aspect of these Terms and the promotion is final and binding on every person who enters. No correspondence will be entered into with respect to the decision.
9. The Promoter reserves the right, in its sole discretion, to disqualify any individual deemed by the Promoter to have breached any of these Terms or engaged in unlawful or improper misconduct compromising the fair and just running of the promotion.
10. The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

#### **PURCHASE PERIOD**

11. To qualify for the Cash Bonus, the purchase of an Eligible Product must be made from a Participating Outlet between **00:01 AEST 1 July 2021 and 23:59 AEST 30 September 2021** inclusive (**Purchase Period**).
12. For the purposes of the Promotion, 'Purchase' of an Eligible Product means the full payment of the price of the Eligible Product with no balance owing on the invoice. Full list of Eligible Products can be found in clause 22.

#### **CLAIM PERIOD**

13. Claims for the Cash Bonus must be submitted between 00:01 AEST on 1 July 2021 and **16:59 AEDT on 22 October 2021 (Claim Period)**.

## WHO CAN PARTICIPATE

14. The promotion is only open to Australian residents aged 18 years or older who meet the entry requirements detailed in these Terms, 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;
  - 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 14a.) - 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").

15. Purchase of the Eligible Product(s) must be for domestic and residential use only, and not for non-residential, industrial or business use. Claims submitted with a tax Invoice(s) issued to a business will be deemed invalid and will be declined.
16. The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

## HOW TO CLAIM THE CASH BONUS

17. To qualify for the Cash Bonus, an Eligible Claimant must:
- a.) Purchase an Eligible Product from a Participating Outlet during the Purchase Period; and
  - b.) During the Claim Period, fully complete and submit the Cash Bonus Form (**Claim Form**) available online at [mhiaa.com.au/promotion](http://mhiaa.com.au/promotion) and provide the following information:

- i.) all details requested by the Promoter, including but not limited to, their first name, surname, contact phone number, street address, age and email address;
- ii.) the outdoor & indoor model numbers including serial numbers of the Eligible Product purchased and must be recorded on the Tax Invoice. (If the claimant does not have the serial/model number on the Tax Invoice – the claimant is required to supply an image of the Eligible Products compliant plate from the physical unit, refer to the online Claim Form at [mhiaa.com.au/promotion](http://mhiaa.com.au/promotion) for details on how to find the serial number on the physical unit); Any claims submitted without a valid serial number will be declined. All serial numbers will be validated against the Promoter's records. Any serial numbers that are found to be invalid or those of non -participating products will be declined.
- iii.) the name of the Participating Outlet where the Eligible Product was purchased.
- iv.) a photograph or scanned copy of a Tax Invoice(s) clearly showing:
  - a) the Eligible Claimant's full name;
  - b) the street address,
  - c) the model & serial no. of an Eligible Product purchased.
  - d) the store of purchase including ABN; and
  - e) the date of purchase.
- v.) A photograph or scanned copy of a household bill with the same street address the Claimant has submitted on the Claim Form. It may be a copy of a current Council Rates Notice, or Utility Accounts (Electricity, Gas, Telephone, or Water) dated within the previous three (3) months from the date when Claim was submitted.

For the avoidance of doubt, Tax Invoices and/or Proof of Purchase not containing the above information will be invalid and will not be eligible for a Cash Bonus. Proforma or Deposit Invoices will not be accepted.

- vi.) correct bank details for electronic fund transfer (EFT) of the Cash Bonus by the Promoter for the approved claims, including:
  - a) Account Number;
  - b) Account Name;
  - c) Bank Name; and
  - d) BSB number.

18. The Proof of Purchase should clearly state Installation or delivery address that matches the residential address submitted on the Claim Form. The Eligible Claimant's full name should match the purchaser's name on the Proof of Purchase (Tax Invoice) submitted with the claim.
19. All claims must be validated and approved by the Promoter's Agent before the Cash Bonus will be paid out.
20. Each individual claimant may claim up to 8 units per residential address. These can be claimed in a single claim, or across multiple claims.
21. A maximum of 3 different address per claimant.

### **ELIGIBLE PRODUCTS & CASH BONUS VALUE**

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

Product Series	Outdoor Unit Model No	Indoor Unit Model No	Capacity	CASH BONUS Value
<b>WALL MOUNTED REVERSE CYCLE SPLIT SYSTEMS</b>				
Avanti® Series	DXC06ZSA-W	DXK06ZSA-W	2.0kW	\$ 100.00
	SRC20ZSA-W	SRK20ZSA-W	2.0kW	\$ 100.00
	DXC09ZSA-W	DXK09ZSA-W	2.5kW	\$ 100.00
	SRC25ZSA-W	SRK25ZSA-W	2.5kW	\$ 100.00
	DXC12ZSA-W	DXK12ZSA-W	3.5kW	\$ 100.00
	SRC35ZSA-W	SRK35ZSA-W	3.5kW	\$ 100.00
	DXC18ZSA-W	DXK18ZSA-W	5.0kW	\$ 150.00
	SRC50ZSA-W	SRK50ZSA-W	5.0kW	\$ 150.00
Avanti PLUS® Series	SRC20ZSXA-W	SRK20ZSXA-W	2.0kW	\$ 150.00
	SRC25ZSXA-W	SRK25ZSXA-W	2.5kW	\$ 150.00
	SRC35ZSXA-W	SRK35ZSXA-W	3.5kW	\$ 150.00
	SRC50ZSXA-W	SRK50ZSXA-W	5.0kW	\$ 150.00
	SRC60ZSXA-W	SRK60ZSXA-W	6.0kW	\$ 200.00
Bronte® Series	DXC21ZRA-W	DXK21ZRA-W	6.3kW	\$ 200.00
	SRC63ZRA-W	SRK63ZRA-W	6.3kW	\$ 200.00
	DXC24ZRA-W	DXK24ZRA-W	7.1kW	\$ 200.00
	SRC71ZRA-W	SRK71ZRA-W	7.1kW	\$ 200.00
	DXC28ZRA-W	DXK28ZRA-W	8.0kW	\$ 200.00
	SRC80ZRA-W	SRK80ZRA-W	8.0kW	\$ 200.00
	DXC33ZRA-W	DXK33ZRA-W	9.5kW	\$ 250.00
	SRC95ZRA-W	SRK95ZRA-W	9.5kW	\$ 250.00
<b>WALL MOUNTED COOL ONLY SPLIT SYSTEMS</b>				
Avanti® Series	SRC10YSA-W	SRK10YSA-W	2.5kW	\$ 100.00
	SRC13YSA-W	SRK13YSA-W	3.5kW	\$ 100.00
	SRC18YSA-W	SRK18YSA-W	5.0kW	\$ 100.00
Bronte® Series	SRC24YRA-W	SRK24YRA-W	7.1kW	\$ 150.00
<b>DUCTED REVERSE CYCLE SYSTEMS</b>				
FDUA Series	FDCA71VNXA	FDUA71VF	7.1kW	\$ 200.00
	FDCA100VN	FDUA100VF2	10.0kW	\$ 250.00
	FDCA100VNA-W	FDUA100VH	10.0kW	\$ 250.00
	FDCA100VN	FDUA100VH	10.0kW	\$ 250.00
	FDC100VNP	FDUA100VH	10.0kW	\$ 250.00
	FDC100VNP-W	FDUA100VH	10.0kW	\$ 250.00
	FDCA100VSA-W	FDUA100VH	10.0kW	\$ 250.00
	FDCA125VNX	FDUA125VF	12.5kW	\$ 300.00
	FDC125VSX	FDUA125VF	12.5kW	\$ 300.00
	FDCA125VNX-W	FDUA125VH	12.5kW	\$ 300.00
	FDCA125VSX-W	FDUA125VH	12.5kW	\$ 300.00
	FDCA140VNX	FDUA140VF	14.0kW	\$ 350.00
	FDCA140VSX	FDUA140VF	14.0kW	\$ 350.00
	FDCA140VNX	FDUA140VG	14.0kW	\$ 350.00
	FDCA140VSX	FDUA140VG	14.0kW	\$ 350.00
	FDCA140VNX-W	FDUA140VH	14.0kW	\$ 350.00
	FDCA140VSX-W	FDUA140VH	14.0kW	\$ 350.00
	FDCA160VSA	FDUA160VF	16.0kW	\$ 400.00
	FDCA160VSA	FDUA160VG	16.0kW	\$ 400.00
	FDCA200VSA	FDUA200VG	20.0kW	\$ 400.00
FDU Series	FDCA71VNX-W	FDU71VH	7.1kW	\$ 200.00
	FDCA71VNXA	FDU71VH	7.1kW	\$ 200.00
	FDCA100VNA-W	FDU100VH	10.0kW	\$ 250.00
	FDCA100VN	FDU100VH	10.0kW	\$ 250.00
	FDC100VNP-W	FDU100VH	10.0kW	\$ 250.00
	FDC100VNP	FDU100VH	10.0kW	\$ 250.00
	FDCA125VNX	FDU125VH	12.5kW	\$ 300.00
	FDCA140VNX	FDU140VH	14.0kW	\$ 350.00
	FDCA100VSA-W	FDU100VH	10.0kW	\$ 250.00
	FDC125VSX	FDU125VH	12.5kW	\$ 300.00
	FDCA125VNX-W	FDU125VH	12.5kW	\$ 300.00
	FDCA125VSX-W	FDU125VH	12.5kW	\$ 300.00
	FDCA140VSX	FDU140VH	14.0kW	\$ 350.00
	FDCA140VNX-W	FDU140VH	14.0kW	\$ 350.00
	FDCA140VSX-W	FDU140VH	14.0kW	\$ 350.00
	KX 1:1 Series	FDC112KXEN6	FDU90KXE6F	11.2kW
FDC112KXEN6		FDU112KXE6F	11.2kW	\$ 400.00
FDC140KXEN6		FDU140KXE6F	14.0kW	\$ 400.00
FDC140KXES6		FDU140KXE6F	14.0kW	\$ 400.00
FDC140KXEN6		FDU160KXE6F	14.0kW	\$ 400.00
FDC155KXEN6		FDU160KXE6F	15.5kW	\$ 400.00
FDC140KXES6		FDU160KXE6F	14.0kW	\$ 400.00
FDC155KXES6		FDU160KXE6F	15.5kW	\$ 400.00
FDC224KXZPE1		FDU224KXZE1	22.4kW	\$ 450.00
FDC280KXZPE1		FDU280KXZE1	28.0kW	\$ 450.00
<b>MULTI REVERSE CYCLE SYSTEMS</b>				
Multi System Series	SCM40ZS-W	Multiple Cominations	\$	400.00
	SCM45ZS-W	Multiple Cominations	\$	400.00
	SCM50ZS-W	Multiple Cominations	\$	400.00
	SCM60ZS-W	Multiple Cominations	\$	400.00
	SCM71ZS-W	Multiple Cominations	\$	400.00
	SCM80ZS-W	Multiple Cominations	\$	400.00
	SCM100ZS-W	Multiple Cominations	\$	400.00

23. This promotion is subject to stock availability of the Eligible Products.
24. The Promoter may, during the promotion Purchase Period, add or remove any additional products to the list of Eligible Products at any time in their sole discretion.

### **CASH BONUS**

25. The Cash Bonus is only paid in Australian dollars (AUD) via Electronic Funds Transfer (EFT) to the account nominated by the Eligible Claimant on the Claim Form. The value of the Cash Bonus will depend on the Eligible Product purchased as set out above at paragraph 22.
26. Eligible Claimants should allow approximately six (6) weeks from the date of when they submit their Eligible Claim to receive their Cash Bonus.
27. It is the Eligible Claimant's responsibility to ensure that all details provided for the payment of the Cash Bonus are correct. The Eligible Claimant is responsible for providing full and accurate bank details and the Promoter will not be responsible for any errors resulted from the Eligible Claimant providing incorrect details. The Promoter is not responsible for any payments that have been successfully transferred into an incorrect nominated bank account. In these cases there will be no further payments to be made.

### **VERIFICATION**

28. Eligible Claimants must retain their original Tax Invoice (Proof of Purchase) which corresponds to the claim they submit in the Promotion.
29. To verify the validity of the claim(s) and the Eligible Claimant's identity, age, place of residence and eligibility to claim, the Promoter reserves the right to request, at any time, additional information to be supplied including but not limited to:
  - a.) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion;
  - b.) their Proof of Purchase that corresponds to all claims they have submitted for a Cash Bonus; and
  - c.) a proof of the Eligible Claimant's identity, a proof of property ownership by the Eligible Claimant, a proof of payment and a proof of Eligible Product installation.

d.) Photographs of the Eligible Product's compliance plate that clearly identifies the unit's model and serial number.

30. If the items requested by the Promoter are not received or an Eligible Claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, any claim submitted by the Eligible Claimant will be deemed invalid and will be declined.
31. Only claims made by the Eligible Claimants in their own name will be accepted. Claims submitted by any person other than the Eligible Claimant including but not limited to installers, resellers, property management agents, family members, friends or any other person or organization whether on their own behalf or on behalf of the Eligible Claimant will be considered invalid and will be declined.
32. If more than one person attempts to submit a claim for the same Eligible Product detailed in the Proof of Purchase, the Promoter has the right, at its sole and absolute discretion, to determine which of those persons is the legitimate Eligible Claimant.
33. The Promoter reserves the right, in its sole and absolute discretion, to disqualify any individual who the Promoter has reason to believe has tampered with the claim process. Errors and omissions may be accepted at the Promoter's discretion.
34. Late, incomplete, fraudulent, falsified, indecipherable, discriminatory or otherwise offensive entries will be deemed invalid and may be disqualified in the Promoter's discretion.

#### **LIABILITY AND RELEASE**

35. Nothing in these Terms 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.

#### **GENERAL**

36. Any costs associated with accessing the Promoter's website or submitting a Claim Form are the Eligible Claimant's sole responsibility and dependent on the Internet service provider used.
37. The Promoter is not responsible for any technical difficulties associated with submitting the Claim Form that are outside of the Promoter's control.

38. 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.
39. The use of any automated software or any other mechanical or electronic means that allows an Eligible Claimant to automatically submit Claim Forms is prohibited and will render all claims from the Eligible Claimant invalid.
40. Incomplete, ineligible, indecipherable or incorrect claims will be deemed invalid.
41. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Claimant.
42. 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 Promotion, 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 Promotion.
43. Any Eligible Claimant who, in the opinion of the Promoter, breaches any of these Terms, tampers or interferes with the claim process in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the claim process, will be deemed ineligible and as such won't be able to enter the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
44. All customer enquiries, including assistance in completing the Claim Form, are to be directed to 1800 229 408 or [contact@mhiaapromotion.com.au](mailto:contact@mhiaapromotion.com.au).
45. The:
- (a) Promoter, the Promoter's Agent, the Promoter's related entities, the Participating Outlets and all agencies associated with the Promotion; and
  - (b) Employees, agents, directors, and contractors of all entities

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 Promotion, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

46. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **PERSONAL INFORMATION**

47. All information Eligible Claimants provide (“**Personal Information**”) to the Promoter will be held in accordance with the Privacy Act. The Promoter reserves the right to disclose Personal Information to its contractors and agents to assist in conducting this Promotion, including the Promoter’s Agent.

48. Personal Information collected during the Promotion may be used by the Promoter for direct marketing purposes.

49. All Personal Information will be handled in accordance with the Promoter’s Privacy Policy available here: <https://mhiaa.com.au/privacy-policy-terms-of-use/>.

50. Should the Eligible Claimant’s Personal Information change during the Claim Period, it is the Eligible Claimant’s responsibility to notify the Promoter via phone 1800 229 408 or email [contact@mhiaapromotion.com.au](mailto:contact@mhiaapromotion.com.au).

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

52. The Promoter will not disclose Personal Information to any entity outside of Australia.