

Mitsubishi Electric Air Conditioner Eftpos Cash Card Redemption Offer

Terms and Conditions

1. This document sets out the terms and conditions for participation in the “Mitsubishi Electric Air Conditioner Eftpos Cash Card Redemption Offer” (**Redemption Offer**).
2. 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/eftposcashcard
].

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 1 April 2015 and ending at 11:59 pm AEDT on 31 July 2015.

Eftpos Cash 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.

Eligible Claimant means a person who meets all the requirements of clause 5 below.

Participating Product means a single air conditioner unit of the Mitsubishi Electric air conditioners listed in the table below:

AIR CONDITIONER MODEL NUMBER	CARD VALUE
MSZ-EF/FH/FB/GE & MFZKJ 25KIT/35KIT	\$100.00
MSZ-EF/FH/GE & MFZKJ 42KIT/50KIT/60KIT	\$150.00
MSZ-GE 71KIT/80KIT & PEARP100 GAAV/GAAY KIT	\$200.00
PEARP125 KIT GAAV/GAAY KIT	\$300.00
PEARP140 KIT GAAV/GAAY KIT	\$400.00

Promoter or **Mitsubishi Electric** means Mitsubishi Electric Australia Pty Ltd ABN 58 001 215 792.

Purchase means purchase of a Participating Product:

- (i) for use in a residential home application;
- (ii) with payment in full being made during the Redemption 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; and (iv) purchases of second hand 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.

Promotional Period means the period between 9.00am AEDT on 1 April 2015 and 11:59 pm AEDT on 30 June 2015.

3. 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.
4. The Promoter reserves the right to vary or amend these terms and conditions or to extend or cancel the Redemption Offer at any time.
5. The Redemption Offer is only open to an Australian resident who:
 - a. is 18 years old or over;
 - b. Purchases a Participating Product during the Promotional Period from a Recognised Stockist;

submits a valid Claim Form for the Redemption Offer within the Claim Period at [www.MitsubishiElectric.com.au/eftposcashcard

- c. by inputting all the required details including the serial number of the Participating Product purchased and successfully completing and submitting the Claim Form;
 - d. provides a copy of the original purchase receipt for the Participating Product to Promoter on request; and
 - e. is not otherwise ineligible to participate in the Redemption Offer as set out in these terms and conditions.
6. 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.
7. Subject to clause 8, all Eligible Claimants who successfully complete and submit a valid Claim Form will receive the respective Eftpos Cash Card amount stated in the table set out in the definition of Participating Product.
8. This Redemption Offer is limited to:

- a. a maximum of 3 Participating Products per household; and
- b. the issue of a maximum of 3,200 Eftpos Cash Cards.

The Promoter, at its sole discretion, may choose to extend the Redemption Offer to a greater number of Eftpos Cash Cards.

9. The Eftpos Cash Card can only be made out to the Eligible Claimant and is not transferable or exchangeable. If the Eftpos Cash Card becomes unavailable for any reason beyond the reasonable control of the Promoter, a similar redemption of equal value will be provided.
10. 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.
11. 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.
12. 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.
13. The Eftpos Cash 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 Cash Card. It is the Eligible Claimant's responsibility to activate the Eftpos Cash Card in accordance with the terms and conditions set out by [Gift card Planet Pty Ltd] available at [www.giftcardplanet.com.au]. Eftpos Cash 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 Cash Card after the 12 month expiry cannot be refunded or transferred to a new card. The Promoter takes no responsibility for Eftpos Cash Cards that are lost or stolen, whether in the course of mailing or after receipt of the Eftpos Cash Card, and any loss suffered by any Eligible Claimant as a direct or result of [[Gift card Planet](#)] conduct.
14. 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).
15. 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.

16. 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.
17. Other than set out in clause 16 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>.
18. 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.