FUJITSU FREE MONEY 2016 TERMS AND CONDITIONS

HOW TO CLAIM

To be eligible to claim a Fujitsu Prepaid Visa card, an eligible individual ("Claimant") must purchase any Fujitsu Reverse Cycle Inverter Split System, Reverse Cycle Inverter Multi Split System or Reverse Cycle Inverter Ducted Air Conditioning System ("Eligible Product") between 01/03/16 – 31/08/16 ("Promotional Purchase Period") from any participating Fujitsu retailer or dealer in Australia. All participating Fujitsu retailers will display advertising for this offer.

For the purpose of this promotion, "purchase" is defined as a fully paid Eligible Product, with zero balance owing.

To claim a Fujitsu Prepaid Visa card, the Claimant must complete the claim form online at www.fujitsugeneral.com.au, inputting all of the requested details, including but not limited to, personal details, the model and serial number of the Eligible Product purchased, upload a copy of their proof of purchase (i.e. a valid tax invoice, purchase receipt, etc) and proof of payment (i.e. a transaction receipt such as an EFT receipt, a bank statement, credit card slip showing the purchase, etc.) for the qualifying purchase, and submit the fully completed claim form by 11.59pm AEST on 30/09/16.

The Claimant's full name must appear on all documentation provided to verify ownership and entitlement to claim. Uploaded files must be submitted in PDF, JPEG or GIF format and must not exceed 2MB file size. If a Claimant is not able to upload documents, then they must be able to print off a copy of their claim form and then fax together with their proof of purchase and proof of payment documents to the Promoter 03 8669 1488. If the Eligible Product is paid for by cash, the Promoter may ask for evidence of this transaction from the supplier of the product(s) before fulfilling the claim.

Only one claim per Eligible Product purchased is permitted. At the sole discretion of the Promoter, claim forms completed by third parties on behalf of Claimants may be rejected. Correspondence from the Promoter, its agents, contractors, service providers or prize suppliers to Claimants will be via email to the email address provided on the Claimant's claim form. If the Claimant requires any assistance in relation to completion or submission of the claim form they can contact the customer call line on 1300 079 267.

ELIGIBILITY CONDITIONS AND REQUIREMENTS

- Information on how to claim and details of the rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. By applying for this promotional Fujitsu Prepaid Visa card you acknowledge that you have considered the Product Disclosure Statement available at www.activatemycard.com.au/fujitsu. Offer not valid in conjunction with any other offer.
- 2. The promotion is only open to Australian residents.
- 3. Purchases must be from any participating Fujitsu retailer or dealer in Australia. Purchases must be in the Claimant's name only. Purchases from registered builders or commercial or residential developers and other parties described in paragraph 9 below are excluded from this promotion and will be ineligible if submitted.
- 4. Purchases must only be for domestic and residential use, and excludes non-residential applications.
- 5. Claimants must purchase an Eligible Product. This Promotion excludes all Fujitsu cooling only air conditioner models.
- 6. Employees and immediate families of the Promoter and its agencies including participating retailers and dealers associated with this promotion are ineligible to claim. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
- 7. Claimants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Claimant must read, understand and accept the full Terms and Conditions and have considered the Product Disclosure Statement available at www.activatemycard.com.au/fujitsu.

Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this promotion.

- 8. The promotion commences on 01/03/16 and ends for purchases at close of business on 31/08/16. Final claims close at 11:59pm AEST on 30/09/16.
- 9. Purchases by, for and in the name of trusts, companies, businesses, commercial or residential developers/ developments and purchases by builders, subcontractors, installers/resellers and their immediate family are not eligible. The purchaser is considered as the payer for the Eligible Products as shown on the submitted proof of payment document.
- 10. Claimants must retain their original proof of purchase and proof of payment documents (where applicable) for all claims. Failure to produce the required documentation for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a Claimant's claims and forfeiture of any right to a Fujitsu Prepaid Visa card. Purchase receipt(s) and tax invoice(s) must clearly show only the Claimant's full name, the installation address, the Eligible Product model purchased and specify the store of purchase and that the purchase was made during the Promotional Purchase Period but prior to any claim by the Claimant.
- 11. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Eligible Product purchased during the Promotional Purchase Period; and (b) each claim must be submitted separately and in accordance with claim requirements.
- 12. If there is a dispute as to the identity of a Claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Claimant.
- 13. The Promoter reserves the right, at any time, to verify the validity of claims and Claimant's (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 and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of 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.
- 14. Any claim form which is incomplete, indecipherable, invalid or does not comply with the Terms and Conditions outlined will not be accepted and is ineligible for a Fujitsu Prepaid Visa card. The Promoter will notify Claimants by email upon validation of their claim.
- 15. In the event the Promoter is unable to supply stock for Claimants who have purchased an Eligible Product for their domestic/residential use during the Promotional Purchase Period and the serial number for their purchased Eligible Product is inaccessible, Claimants must contact the Promoter prior to 4:59pm AEST on 30/09/16 so that alternative arrangements for gift issue can be made.
- 16. Each valid claim received will entitle that Claimant to one (1) Fujitsu Prepaid Visa card as follows:
 - i. Claimants who purchase a Fujitsu Reverse Cycle Inverter Split System Air Conditioner with a rated cooling capacity of 3.5kw or below will be eligible for a \$150 Fujitsu Prepaid Visa card;
 - ii. Claimants who purchase a Fujitsu Reverse Cycle Inverter Split System Air Conditioner with a rated cooling capacity of above 3.5kw will be eligible for a \$200 Fujitsu Prepaid Visa card; and
 - Claimants who purchase a Fujitsu Reverse Cycle Inverter Multi Split System or Fujitsu Reverse Cycle Inverter Ducted Air Conditioning System will be eligible for a \$400 Fujitsu Prepaid Visa card.

For the purposes of this promotion, the purchase of any Fujitsu Reverse Cycle Inverter Multi-Head Split System will be considered as one (1) complete Fujitsu Inverter Multi Split System and the Claimant will be entitled to only one (1) relevant Fujitsu Prepaid Visa card in respect of that purchase.

- 17. Upon receipt of the valid claim form and all relevant documentation, the Fujitsu Prepaid Visa card, which can be redeemed wherever prepaid Visa is accepted, will be posted to the Claimant at the address given on the claim form within 8 weeks.
- 18. If a Claimant is under the age of 18 years, the Fujitsu Prepaid Visa card will be awarded to the Claimant's nominated parent or guardian on the Claimant's behalf.
- 19. The Promoter will not be responsible for any Fujitsu Prepaid Visa card which is lost, late or misdirected including by reason of the misstatement or illegibility of the address of the Claimant in the claim/ form

forming part of their claim or the failure of a Claimant to notify the Promoter of a change in address of the Claimant.

- 20. Fujitsu Prepaid Visa cards will be issued by Heritage Bank Limited (ABN 32 087 652 024 AFS License No. 240984). You should consider the Product Disclosure Statement for the card (also containing details of fees, charges, and terms and conditions), available at www.activatemycard.com.au/fujitsu before deciding whether to claim and accept the card. The Fujitsu Prepaid Visa card is subject to the terms and conditions of the issuer, including those specified on the card.
- 21. The Fujitsu Prepaid Visa card is not transferable or exchangeable and cannot be taken as cash. Any ancillary costs associated with redeeming the Fujitsu Prepaid Visa card are not included. Any unused balance of the Fujitsu Prepaid Visa card will be forfeited.
- 22. The Fujitsu Prepaid Visa card must be activated prior to use, within 3 months of date of issue. Activation must be completed at www.activatemycard.com.au/fujitsu or on 1300 079 267. To activate the Fujitsu Prepaid Visa card the card holder must provide the card number and the claim ID number issued to the Claimant when they register for the Fujitsu Visa Gift Card. Any unused balance of the Fujitsu Prepaid Visa card not activated within the specified term will be forfeited. If a Fujitsu Prepaid Visa card is unavailable, the Promoter, in its discretion, reserves the right to substitute the Fujitsu Prepaid Visa card with a replacement product or item to the equal value and/or specification.

GENERAL

- 23. A claim form may be subject to such follow up enquires or investigations or security and verification checks as the Promoter determines to apply at the absolute discretion of the Promoter. The claim form will be ineligible if the claim form and/or the original or photocopied proof of purchase (valid tax invoice) and proof of payment is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if they fail any of the Promoter's security and verification checks or if the Promoter in its absolute discretion determines that an entrant is not an eligible Claimant or the claim form does not comply with the Terms and Conditions as outlined, whether as a result of follow up, inquiry or investigation or otherwise.
- 24. The Promoter accepts no responsibility for late, lost or misdirected mail due to circumstances beyond the Promoter's reasonable control.
- 25. Each submitted claim becomes the property of the Promoter, including any intellectual property rights.
- 26. If for any reason a Claimant does not take or redeem a reward (or an element of the reward) at or by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited.
- 27. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.
- 28. The Promoter accepts no responsibility for any tax implications that may arise from the offer. Independent financial advice should be sought.
- 29. 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 ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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.
- 30. 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or Fujitsu Prepaid Visa card 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; (d) any tax liability incurred by a winner or Claimant; or (e) use/redemption of a Fujitsu Prepaid Visa card.
- 31. Retailers/dealers are not authorised to verify, pay or advise about, any claim, the offer or the promotion.

- 32. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a Claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that Claimant invalid.
- 33. 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: (a) to disqualify any Claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 34. By submitting a claim in the promotion, Claimants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 35. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting a claim is conditional on providing this PI. The Promoter will also collect, use and disclose PI as set out in its Privacy Policy, which can be viewed at https://www.fujitsugeneral.com.au/help-centre/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Claimant. The Privacy Policy also contains information about how Claimants may opt out, access, update or correct their PI, how Claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Claimant's personal information to any entity outside of Australia.
- 36. As a condition of claiming a reward, the Claimant may be required to sign any legal documentation as and in the form required by the Promoter and/or reward suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a Claimant is under the age of 18, a nominated parent/legal guardian of such Claimant will be required to sign the legal documentation required under this clause on their behalf.
- 37. The Promoter is Fujitsu General (Aust.) Pty Limited, Eastern Creek Drive, Eastern Creek NSW 2766 ABN 55 001 229 554.
- 38. The issuer of the Fujitsu Prepaid Visa Card is the Heritage Bank Limited ABN 32 087 652 024, PO Box 190, Toowoomba QLD 4350.