

## 2019 PANASONIC AIR CONDITIONER PROMOTION TERMS AND CONDITIONS

1. Instructions on how to claim and the eftpos card reward form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer. By submitting a claim in this promotion, Claimants acknowledge that they have read, understood and accepted these Terms and Conditions.
2. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Authorised Panasonic Specialist Air Network (SAN) Installers and agencies associated with this promotion are ineligible to claim ("**Claimants**").
3. Purchases for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers and resellers are not eligible. Purchases made on behalf of educational institutions, hospitals, fundraisers and government departments or organisations of a similar kind are also classed as purchases for a business and therefore not eligible. Lay-bys not paid in full by 30/06/19 and short-term rental transaction contracts of less than 24 months are excluded from this offer.

The following models of Panasonic Air Conditioners are deemed ("Eligible Products") for this promotion:

Model Numbers sold only via participating Panasonic Specialist Air Network (SAN) dealers: CS/CU-RZ25TKR, CS/CU-RZ35TKR, CS/CU-RZ50TKR, CS/CU-RZ25VKR, CS/CU-RZ35VKR, CS/CU-RZ42VKR, CS/CU-RZ50VKR, CS/CU-RZ60TKR, CS/CU-RZ71TKR, CS/CU-RZ80TKR, CS/CU-RZ60VKR, CS/CU-RZ71VKR, CS/CU-RZ80VKR.

Models Numbers sold via both participating Panasonic Specialist Air Network (SAN) dealers and participating Panasonic Retailers: CS/CU-Z25TKR, CS/CU-Z35TKR, CS/CU-Z42TKR, CS/CU-Z9RKR, CS/CU-Z12RKR, CS/CU-Z15RKR, CS/CU-U25TKR, CS/CU-U35TKR, CS/CU-U50TKR, CS/CU-Z25VKR, CS/CU-Z35VKR, CS/CU-Z42VKR, CS/CU-S9PKR, CS/CU-S12PKR, CS/CU-S18PKR, CS/CU-Z50TKR, CS/CU-Z60TKR, CS/CU-Z18RKR, CS/CU-Z21RKR, CS/CU-Z50VKR, CS/CU-Z60VKR, CS/CU-U71TKR, CS/CU-U80TKR, CS/CU-S24PKR, CS/CU-S28PKR, CS/CU-Z71TKR, CS/CU-Z80TKR, CS/CU-Z24RKR, CS/CU-Z28RKR, CS/CU-Z71VKR and CS/CU-Z80VKR.

4. Purchases of Eligible Products must be made between 1 April 2019 and 11:59pm AEST, 30 June 2019 ("**Purchase Period**"). Claim form submissions including a copy of your proof of purchase **must be received** by 11:59pm AEST 21 July 2019 ("**Claim Period**").
5. To claim, Claimants must:
  - (a) purchase and pay (in-full) for an Eligible Product from a participating Panasonic retailer or Panasonic Specialist Air Network dealer / installer in Australia during the Promotional Period; and
  - (b) Log in to My Panasonic or join My Panasonic and complete, in full, the official redemption form at [www.panasonic.com.au/qualityair](http://www.panasonic.com.au/qualityair); (If you do not have access to the internet please call 1800 023 836) print the claim form containing the Claim I.D., attach it to a copy of the purchase receipt/tax invoice showing zero balance for the Eligible Product, and mail to: *Panasonic Air Conditioning Promotion, PO Box 6546, Frenchs Forest NSW 2086* or scan the purchase receipt (with your Claim ID written on it) and email it to [qualityair@panasonicpromotion.com.au](mailto:qualityair@panasonicpromotion.com.au) or upload it during the claim process. **before 11:59pm AEST 21 July 2019.**

*If you experience difficulties with registering your purchase online or do not have access to the internet please call 1800 023 836.*

6. Purchases of Eligible Products must be made at a participating Panasonic retailer or Panasonic Specialist Air Network dealer / installer. Purchases of second hand or refurbished air conditioners or purchases made from non-approved suppliers(made either in-store or online) are not eligible. Claimants must have fully paid for the Eligible Product before they are eligible to submit a claim.
7. A maximum of four (4) claims may be submitted per household; per name; per address or per email address subject to the following: (a) only one (1) claim permitted per specified purchase requirement; and (b) each claim must be submitted separately and in accordance with claim requirements.
8. Claims will be verified before an eftpos card is awarded. Please allow 2 weeks from the mailing or emailing of your purchase receipt/tax invoice for the Promoter to verify your claim.
9. The Promoter will use all reasonable efforts to ensure that all verified and approved claims will be fulfilled within eight (8) weeks from the time the claim is validated. The Promoter accepts no responsibility should the delivery take longer than eight (8) weeks for reasons beyond its reasonable control.
10. Every valid claim received will each be awarded a Panasonic branded eftpos card varying in denomination based on the Eligible Product purchased, outlined in the table below. All eftpos cards will be delivered, by post, to the Claimant's address, entered online during the claim process. Eftpos cards can only be sent to addresses within Australia. Claims must be successfully verified by the Promoter in accordance with Condition 6, before the eftpos card will be awarded and dispatched.

11. The value of the eftpos card is correct at the time of printing. The Promoter accepts no responsibility for any discrepancy in eftpos card value.

Model	eftpos® Card Value	Model	eftpos® Card Value
CS/CU-Z25TKR	\$100	CS/CU-Z50TKR	\$150
CS/CU-Z35TKR	\$100	CS/CU-Z60TKR	\$150
CS/CU-Z42TKR	\$100	CS/CU-Z18RKR	\$150
CS/CU-Z9RKR	\$100	CS/CU-Z21RKR	\$150
CS/CU-Z12RKR	\$100	CS/CU-Z50VKR	\$150
CS/CU-Z15RKR	\$100	CS/CU-Z60VKR	\$150
CS/CU-U25TKR	\$100	CS/CU-U71TKR	\$150
CS/CU-U35TKR	\$100	CS/CU-U80TKR	\$150
CS/CU-U50TKR	\$100	CS/CU-S24PKR	\$150
CS/CU-Z25VKR	\$100	CS/CU-S28PKR	\$150
CS/CU-Z35VKR	\$100	CS/CU-RZ60TKR	\$150
CS/CU-Z42VKR	\$100	CS/CU-RZ71TKR	\$150
CS/CU-S9PKR	\$100	CS/CU-RZ80TKR	\$150
CS/CU-S12PKR	\$100	CS/CU-RZ60VKR	\$150
CS/CU-S18PKR	\$100	CS/CU-RZ71VKR	\$150
CS/CU-RZ25TKR	\$100	CS/CU-RZ80VKR	\$150
CS/CU-RZ35TKR	\$100	CS/CU-Z71TKR	\$200
CS/CU-RZ50TKR	\$100	CS/CU-Z80TKR	\$200
CS/CU-RZ25VKR	\$100	CS/CU-Z24RKR	\$200
CS/CU-RZ35VKR	\$100	CS/CU-Z28RKR	\$200
CS/CU-RZ42VKR	\$100	CS/CU-Z71VKR	\$200
CS/CU-RZ50VKR	\$100	CS/CU-Z80VKR	\$200

12. 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 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.
13. Claim forms may be subject to follow up enquires or investigations or security and verification checks as the Promoter determines to apply in its absolute discretion. The claim form will be ineligible if it (and/or purchase receipt/tax invoice) is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if these documents fail any of the Promoter's security and verification checks.
14. Incomplete, indecipherable or illegible claims will be deemed invalid.
15. Receipt and use of all eftpos cards are subject to the card issuer's terms and conditions, available at [www.panasonic.com.au/qualityair](http://www.panasonic.com.au/qualityair). The eftpos cards are issued by iGODirect Group Pty Ltd ABN 17 110 897 320 AFSL 320204.
16. Purchase of Eligible Products in each participating retailer, dealer or installer is subject to availability and it is the responsibility of the purchaser to check the availability of Eligible Products with the authorised Panasonic participating dealer / retailer.
17. Claimants must retain their original purchase receipt/tax invoice as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation and forfeiture of any right to an eftpos card. The purchase receipt/tax invoice must clearly specify the Authorised Retailer / Panasonic Specialist Air Network (SAN) Dealer / Installer where the Eligible Product was purchased, purchase date (showing purchase was made

during the Purchase Period and prior to submission of the online claim form), Panasonic Air Conditioner model number and purchase cost.

18. 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.
19. The Promoter's decision is final and no correspondence will be entered into.
20. If for any reason a Claimant does not take the eftpos card at or by the time stipulated by the Promoter, then the eftpos card will be forfeited.
21. Claimants are required to provide all details requested by the Promoter. In the event that a Claimant fails to provide any of the details requested, the claim will be invalidated and no eftpos card will be awarded to that Claimant.
22. Claimants are responsible for ensuring that they provide the Promoter with accurate details relating to their claim. In the event that a Claimant provides any incorrect details on their claim form, the Promoter shall not be liable for the eftpos card not being awarded or being delivered to the wrong address. In either of these cases, the eftpos card will be forfeited by the original Claimant and no additional eftpos card will be awarded.
23. If any eftpos card is unavailable, the Promoter, in its discretion, reserves the right to substitute the eftpos card with another reward to the equal value and/or specification.
24. The eftpos cards are not transferable or exchangeable and the reward cannot be taken as cash. Any ancillary costs associated with redeeming the eftpos card are not included.
25. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful Claimant (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.
26. 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.
27. Any cost associated with postage or accessing the promotional website is the Claimant's responsibility and is dependent on the internet service provider used.
28. 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 State 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.
29. 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 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 variation in the eftpos card value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Claimant; or (f) use of a the eftpos card.
30. The Promoter and their suppliers shall not be responsible for any delays in supply of the eftpos card to the Claimant. The Promoter shall additionally not be responsible for any delays caused as a result of inbound transportation, disruptions (including but not limited to strikes, weather, postage delays, etc.) which are caused by events, which are beyond the control of the Promoter and/or the supplier of the eftpos card.
31. As a condition of claiming an eftpos card, each Claimant must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
32. 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 gift suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.panasonic.com/au/privacy-policy.html>. 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. However, from time to time, Panasonic may require entrants to provide PI directly to its related bodies

corporate, which are based overseas, for the purposes of providing support to an entrant for specific Panasonic products. Panasonic is not responsible for any PI provided by entrants directly to such entities, which are not bound by the *Privacy Act 1988* (Cth). Entrants may review the relevant entities' privacy policies to check how they will deal with PI, before providing their PI to them.

33. Any queries regarding your claim for this promotion should be directed to [extracomfort@panasonicpromotion.com.au](mailto:extracomfort@panasonicpromotion.com.au) or the customer service hotline on 1800 023 836 between 9.00am and 5.00pm (AEDT/AEST) Monday to Friday, excluding public holidays.
34. Any queries relating to the Panasonic branded eftpos gift card, its activation, the balance on the card and any issues in redeeming the card should be directed to Rewards Come True on 1800 446 347 between 9.00am and 5.00pm (AEDT/AEST) Monday to Friday, excluding public holidays.
35. The Promoter is Panasonic Australia Pty Limited of 1 Innovation Road, Macquarie Park, NSW 2113. ABN 83 001 592 187. 'eftpos' is a registered trademark of eftpos Payments Australia Limited

## **eftpos® card Terms & Conditions**

1. These are your card-holder Terms and Conditions, please read them carefully. Please activate your card immediately. In these Terms and Conditions, "Card" and "Cards" means the Gift card, issued by iGODirect on behalf of Panasonic Australia Pty Limited, referred to as "the issuer". "You" and "Your" means the person who has received the Card. "We", "Us" and "Our" means iGODirect Group Pty Ltd, ABN 17 110 897 320.

### **2. By accepting and using your Gift Card, you are agreeing to these Terms and Conditions.**

3. The Card is not a credit card; it is a prepaid stored value card. We reserve the right to issue or refuse to issue or cancel a Card at our discretion.

4. **Card Access:** The Card is a gift card that can be used at hundreds of thousands of locations anywhere EFTPOS cards are accepted at point-of-sale.

5. **Card Limitations:** You must have sufficient, available funds to pay for all Card transactions at merchants. If the purchase amount is greater than the available funds, the difference may be paid for with cash, cheque, and credit or debit card, subject to the policy of the merchant. If the merchant attempts to process the Card for more than the available funds, the transaction will be declined and a transaction attempt fee maybe applied. You may confirm your available balance 24 hours a day, seven days a week by visiting [www.activ8card.com.au/panasonic](http://www.activ8card.com.au/panasonic) and clicking on the Check Your Balance button at the top of the page and following the prompts or by phoning 1800 446 347 (between 9am and 5pm AEST/AEDST Monday to Friday – excluding public holidays). You may only use your Card in the manner and for the purposes described in these Terms and Conditions.

6. Your Card may not be used for illegal transactions or for any type of pre-authorised transaction such as recurring monthly payments, dues or fees. Your card can only be used wherever eftpos is accepted right across Australia. Your card can not be used outside of Australia.

Important things you need to know about using your Card:

You **MUST** activate your Card before use, either online at [www.activ8card.com.au/panasonic](http://www.activ8card.com.au/panasonic) or by phoning 1800 446 347.

If your Card does not have enough funds to pay for the amount of a transaction, your transaction will be declined.

When making a purchase greater than the face value of the card, alert the cashier to use the following payment method:

- (i) Utilise other form of payment to cover amount greater than what is available on the Card.
- (ii) Advise the Cashier to use remaining balance on the Card as the second form of payment.

Please note: The merchant may choose not to accept this method. In this case, you must check with the merchant if and how you can make a purchase that exceeds the available balance by paying for the difference using other means.

7. **Documentation of Transactions:** At the time of purchase, you will receive a receipt for the transaction. Retain the receipt for your records. You will also have access to your balance and transaction history, which is accessible online – click the "Check Your Balance" button at the top of the page and follow the prompts to do so.

8. **Disputes with Merchants:** You agree to make a good faith effort to settle all disputes about purchases you make using your Card with the merchant who accepted the Card.

9. **Disclaimer of Liability:** In providing the Card service to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions: The issuer is not liable expressly for the following:

- (i) If through no fault of ours, the cardholder does not have enough money on the Card to cover the transaction; or
- (ii) If the transaction exceeds the cardholder's available funds; or
- (iii) If the terminal or system was not working properly; or
- (iv) If circumstances beyond our control (such as flood or fire or other natural disaster) prevent the transaction, despite reasonable precautions that we may have taken; or
- (v) If there are other exceptions stated in these Terms and Conditions or provided by law.

10. **Expiration:** Your Card expires on the expiration date that appears on the back of the Card, except where prohibited by law. After the Card has expired, it is no longer valid: All transactions will be declined and any remaining balance is forfeited.

11. **Termination:** The Card shall remain our property; we may, at any time and without prior notice, cancel your Card and have you return it to us; Termination of the Card will not affect prior transactions or obligations existing at the time of termination. Upon termination, we will waive the remaining balance.

12. **Amendment:** We may amend these Terms and Conditions by emailing a notice to you at your last email address on our records at least 21 days prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in Card services, or stricter transaction limitations.

13. **Assignment:** You may not transfer or assign your Card rights to any other person. We may assign our obligations to you under these Terms and Conditions without your consent or notice to you.

14. **Severability/No Waiver:** If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms and Conditions will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms and Conditions.

15. **Governing Law:** These Terms and Conditions, the Card and all transactions hereunder are subject to the laws of the Commonwealth of Australia and the financial services Acts rules and regulations.

16. **Notice of Errors:** If you think a receipt is wrong or you have a question concerning a Card transaction, call our Card Services Number 1800 446 347, or visit online as soon as you can. We must hear from you no later than 15 days after the transaction date and you must provide the following information: a) your name and Card number; b) a description of the error or the transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information c) the dollar amount of the suspected error: If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

17. **Important Notes:** Any residual value on the Card after expiry will not be refunded to the cardholder or card purchaser.

Please keep your Card secure. If the card is stolen it may not be replaced and your funds may be forfeited. In the event your card is lost or stolen, please report it to Card Services on 1800 446 347 as soon as possible. Cards will only be replaced at the issuer's discretion where there are remaining funds available and you can appropriately identify yourself as the card owner or purchaser. If approved for replacement, fees will apply and the same card expiry will be applied to the new card.

The Card is received with instructions explaining how it is activated, how it is used and its expiry date.

Whilst the Card functions at any EFTPOS terminal, there may be instances where retailers decline to accept the Card as they may impose their own restrictions on the use of the card, such as minimum payment amounts.

Change will not be given by merchants for purchases using the card.