

Mitsubishi Electric WX Series Refrigerator and Air Purifier 2024 Redemption Offer Terms & Conditions

- 1. This document sets out the terms and conditions (**Terms and Conditions**) for participation in the "Mitsubishi Electric WX Series Refrigerator and Air Purifier 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. Defined terms used in these Terms and Conditions are set out above or in clause 9.
- 4. This promotion is for a Mitsubishi Electrical Air Purifier (MA-E85R-A) recoverable by way of redemption by each Eligible Claimant who Purchases an Eligible Product from a Recognised Stockist during the Promotional Period and submits the online Claim Form during the Redemption Period in accordance with these Terms and Conditions.
- 5. 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.
- 6. The Redemption Offer is subject to stock availability of the Eligible Products.
- 7. The Promoter is not responsible for any delays in product delivery or installations from Recognised Stockists. It is the responsibility of the Eligible Claimant to ensure that they allow ample time when purchasing an Eligible Product to ensure they do not miss any of the specified deadlines in these Terms and Conditions. The Promoter will make all reasonable efforts to ensure stock availability for the duration of the Redemption Offer and any exceptions will be at the sole discretion of the Promoter.
- 8. The Promoter reserves the right to vary or amend these Terms and Conditions or to extend or cancel the Redemption Offer at any time.

Redemption Offer at any time.		
9. Definitions The following definitions apply for the purposes of these Terms and Conditions:		
Promotional Period	Start time and date	9.00am AEDT on 22 nd November 2024
	End time and date	11.59pm AEST on 31st January 2025
Redemption	Start time and date	9.00am AEDT on 22 nd November 2024
Period	End time and date	11:59pm AEST on 15 th February 2025
Claim Form	means a form enabling an Eligible Claimant to participate in the Redemption Offer being the form available at www.mitsubishielectric.com.au/promotions .	
Eligible Claimant	means a person who meets all the requirements of clause 11.	
Eligible Product	means 700L Mitsubishi Electric WX Series Multi Drawer Refrigerator, models listed in the table below.	
	<u>Please note</u> : The 470L Mitsubishi Electric WX Series Eligible Product.	Multi Drawer Refrigerator is not an
	An invoice description such as "Mitsubishi WX Series Refrigerator" is not an Eligible Product model number. A copy of the original tax invoice for an Eligible Product uploaded to a Claim Form must show the Eligible Product's model number as listed in the table below.	



	Model series Model number	
	WX Series MR-WX700C-BR-A MR-WX700C-S-A	
	MR-WX700C-W-A	
	MR-WX700C-B-A	
Air Purifier	means a physical Mitsubishi Electric Air Purifier Model number (MA-E85R-A).	
Household	means the residential street address listed on the original tax invoice uploaded to a submitted Claim Form.	
Purchase	means purchase of an Eligible Product:	
	(a) for use in a domestic and residential home application and not for non-residential, industrial or business use;	
	(b) with payment in full being made during the Promotional Period, with zero (\$0) balance owning on the tax invoice;	
	(c) within the Promotional Period; and	
	(d) from a Recognised Stockist.	
	(e) up to a maximum of six (6) Eligible Products per Household. The Promoter, at its sole discretion, may choose to extend the Redemption Offer to a greater number of Eligible Products purchased by an Eligible Claimant.	
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.	
10. Claimant Eligib	ility	
	(a) The Redemption Offer is only open to an Australian resident, with an Australian residential street address who:	
	(i) is 18 years old or over;	
	(ii) is an end consumer;	
	(iii) is not a company, business or organisation of any description;	
	(iv) Purchases an Eligible Product during the Promotional Period from a Recognised Stockist;	
	(v) visits <u>www.mitsubishielectric.com.au/promotions</u> and follows the prompts on the online Claim Form and, to successfully complete and submit a valid Claim Form for the Redemption Offer:	
	 (A) inputs into the Claim Form all requested details without limitation including the Eligible Claimant's first name and surname, residential street address (PO boxes are not acceptable), email address and contact telephone number; 	
	(B) uploads to the online Claim Form a copy of the original tax invoice which clearly shows the following:	
	(I) the Eligible Claimant's full name;	
	(II) the Claimant's Household;	
	(III) model and serial number of the Eligible Product Purchased by the Eligible Claimant. An invoice description of an Eligible Product such as "Mitsubishi WX Series Fridge" is not a model number;	
	(IV) the name and ABN of the Recognised Stockist who the Eligible Claimant Purchased the Eligible Product from; and	
	(V) the date the Eligible Claimant Purchased the Eligible Product;	



- (C) provides the serial number of the Eligible Product in the Claim Form; and
- (D) submits the completed online Claim Form agreeing to these Terms and Conditions within the Redemption Period; and
- (vi) is not otherwise ineligible to participate in the Redemption Offer as set out in these Terms and Conditions and in particular clause 10(c).
- (b) 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.
- (c) The following persons are ineligible to claim the Redemption Offer:
 - (i) anyone that does not meet the criteria in clause 10(a);
 - (ii) employees or contractors of the Promoter, and agencies associated with the Redemption Offer (and their immediate family members). 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;
- (iii) persons or organisations who make the purchase (i) who have an Australian Business Number; (ii) as part of commercial or business transactions or for residential development projects or commercial or industrial works; (iii) via an auction or online bidding website; (iv) of second hand products; (v) of 'C grade' or 'seconds' products, or (vi) of refurbished or demonstration products;
- (iv) persons or organisations who make the purchase in the name of, or on behalf 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;
- (v) persons who have, in the opinion of the Promoter, breached the terms and conditions of any other promotion and/or campaign run by or on behalf of the Promoter; and
- (vi) sub-contractors of retailers.
- (d) No Mitsubishi Electric Air Purifier will be given to any installer, subcontractor or business who attempts to claim the Redemption Offer on behalf of another person.

11. Claim Validation

- (a) All entries will be validated by the Promoter.
- (b) Eligible Claimants must retain their original tax invoice which was used to submit a Claim Form.
- (c) The Promoter has absolute discretion to determine whether a person is an Eligible Claimant.
- (d) To verify the validity of the entries and the details submitted as part of a Claim Form, the Promoter reserves the right to request additional information from a person claiming they are an Eligible Claimant at any time including, but not limited to:
 - (i) appropriate photo identification, including a license, proof of age card or passport;
 - (ii) their proof of purchase that corresponds to all entries they have submitted;
- (iii) photograph/s of each Eligible Product's compliance plate that clearly identifies each Eligible Product's unit model and serial number;
- (e) All documents and information (including the serial number of an Eligible Product Purchased by an Eligible Claimant) uploaded to the online Claim Form will be verified and validated by the Promoter.
- (f) If:
- (i) any documents uploaded by an Eligible Claimant to the online Claim Form cannot be opened, are illegible or are partial copies; and/or
- (ii) the Promoter or the Promoter's Agent (as applicable) cannot validate the serial number and/or the tax invoice submitted by the Eligible Claimant,



- the Promoter will email the Eligible Claimant requesting they re-submit the online Claim Form with additional information and/or documents so the Promoter or the Promoter's Agent may verify the validity of the entry. The Eligible Claimant will have fourteen (14) days from the date of the Promoter's email to provide the valid information as applicable through the online Claim Form page (**Document Request Period**). The Promoter in its absolute discretion may deem any claim invalid if the Eligible Claimant fails to provide the further requested information to the Promoter by the end of the Redemption Period.
- (g) Entries submitted by any person other than an Eligible Claimant including, but not limited to, any ineligible person described in clause 10(c) will be considered invalid.
- (h) The Promoter reserves the right in its sole discretion to decline any individual deemed by the Promoter to have breached any of these Terms and Conditions or engaged in unlawful or improper misconduct comprising the fair and just running of the Redemption Offer.
- (i) Late, 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 pictures uploaded to the online Claim Form or on the Promoter's request are clear.
- (j) Subject to stock availability and clause 10, all Eligible Claimants who successfully complete and submit a valid Claim Form will receive the Mitsubishi Electric Air Purifier stated in the table set out in the definition of "Eligible Product".
- (b) If any of the details that the Eligible Claimant provides in the Claim Form do not match the proof of purchase documentation uploaded to the Claim Form and received by the Promoter, the claim will be deemed invalid.
- (c) 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.
- (d) The Promoter's decision is final, and no further correspondence will be entered into.
- (e) It is the responsibility of the Eligible Claimant to ensure that all Claim Forms are complete, accurate and submitted in full. The Promoter is not responsible nor liable for Claim Forms not received within the Redemption Period. No responsibility will be taken by the Promoter for lost, late or misdirected Claim Forms. For clarity, the Promoter takes no responsibility for correspondence that is not read by the Eligible Claimant because the Eligible Claimant did not check their junk/spam folder.

12. Delivery

- (a) A Mitsubishi Electric Air Purifier can only be made out to the Eligible Claimant and is not transferable or exchangeable. If the Mitsubishi Air Purifier becomes unavailable for any reason beyond the reasonable control of the Promoter, a similar redemption of equal value will be provided. Selection of any alternate redemption offered under this clause, will be at the sole discretion of the Promoter.
- (b) The Mitsubishi Air Purifier will be delivered to the address nominated in the Claim, by a Recognised Stockist (or their agent).
- (c) The estimated delivery timeframe for the Mitsubishi Air Purifier, will be 4 weeks, from the date on which the Claim is validated by the Promoter in accordance with clause 11 of these terms and conditions.
- (d) The Promoter cannot accept responsibility or liability for any delay to the estimated delivery timeframe, which is beyond its reasonable control, including but not limited to, the occurrence of public holidays and/or Christmas closures or cut offs implemented by third parties and/or Recognised Stockists, during the Redemption Period.
- (e) Title and risk in the Air Purifier will pass to an Eligible Claimant upon delivery to the address nominated in the Claim Form.
- (f) It is the Eligible Claimant's responsibility to ensure that all the details provided in the Claim Form for the Redemption Offer are accurate and that the Claim Form is complete, accurate and submitted in full. In particular, it is the responsibility of the Eligible Claimant to provide correct and up to date address details to the Promoter.



	(g) 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.
	(h) Claim Forms are deemed to be received at the time of the receipt into the Promoter's database, not the time of transmission by the Eligible Claimant.
	(i) 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.
13. Consumer Guarantees	Mitsubishi Electric Australia's goods come with guarantees that cannot be excluded under the Australian Consumer Law.
	You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
	You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
14. Express Warranty	Mitsubishi Electric Australia warrants the Air Purifier against defects in materials and workmanship, when used normally in accordance with Mitsubishi Electric Australia's published guidelines and/or manuals, for a period of 2 years, commencing on the date of delivery of the Air Purifier ("Express Warranty").
	The terms applicable to the Express Warranty are set out in the Warranty Card which comes with your Air Purifier and is available on the Promoter's website at the following link:
	<u>chrome-</u> <u>extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.mitsubishielectric.com.au/wp-content/uploads/2022/03/Air_Purifier-Dehumidifier-Warranty-2021.pdf</u>
	The Express Warranty applies in addition to any statutory rights available to the consumer, including under the Australian Consumer Law.
15. General	(a) The Physical Mitsubishi Electric Air Purifier is subject to the following additional terms and conditions:
	(i) The acceptance and use of the Mitsubishi Electric Air Purifier is deemed acceptance of these terms and conditions.
	(ii) Mitsubishi Electric Air Purifiers are issued by Mitsubishi Electric Australia Pty Ltd ABN 58 001 215 792
	(iii) The Mitsubishi Electric Air Purifier is not transferable or exchangeable and cannot be redeemed as cash.
	(iv) The Mitsubishi Electric Air Purifier may not be replaced if misused, lost, stolen or damaged.
	(b) 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 <i>Competition and Consumer Act 2010</i> (Cth).
16. Privacy	(a) 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.
	(b) Other than set out in clause 16(a) above, the Promoter will use the personal information of Eligible Claimants in accordance with its privacy policy, available at https://www.mitsubishielectric.com.au/privacy-policy/
	(c) 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.
17. Promotion Support is available at:	Phone: 1300 164 148 promotions@meaust.meap.com