

MITSUBISHI HEAVY INDUSTRIES HEAT PUMPS NEW ZEALAND

SUPPLY + INSTALL PROGRAM

TERMS AND CONDITIONS

By participating in the "Mitsubishi Heavy Industries Heat Pumps NZ / Supply + Install Program", the Installer is agreeing to the following terms and conditions:

1. General

- (a) The Promoter is Mitsubishi Heavy Industries Heat Pumps NZ (GST 105-673-620) of 95 Manukau Road, Epsom, Auckland, 1023
- (b) The Program will be conducted in New Zealand.
- (c) By participating in this program, the Installer accepts these Terms and Conditions and agrees to receive correspondence from the Promoter's Agent. The Installer acknowledges that the Promoter may disclose your personal information to the Promoter's Agent for the purpose of conducting this program.
- (d) In these Terms and Conditions, the following terms have the following meanings:

"**Eligible Product(s)**" means the Mitsubishi Heavy Industries products listed in the Schedule and at www.mhiheatpumps.co.nz/supplyinstall. Only indoor and outdoor unit combinations as stated in the Schedule are eligible.

"**Final Claim Date**" means **5pm NZDT on 31 March 2024**. This date may be changed by the Promoter in its absolute discretion.

"**Installer**" means accredited installers that stock or sell Eligible Products and have opted to participate in this Program.

"**Supply & Install Period**" means the period between **8am NZST on 1 May 2023 and 5pm NZDT on 31 March 2024** for all Eligible Products.

"**Promoter's Agent**" means Hachiko Pty Ltd:

Phone: (02) 8015-7700

Email: info@hachiko.com.au

Postal Address: 111A Union Street, McMahon's Point NSW 2060

"**Reward**" means the rewards offered to Installer for their sale and installation (in dollar value) of Eligible Products as specified in the Schedule and redeemed under clause 6.

Any Eligible Products sold and installed outside of the Supply & Install Period are not eligible for a claim or Reward. Any claims received after the Final Claim Date will be invalid. Any redemptions received after the Final Redemption Date will not be fulfilled.

2. Eligibility

- (a) The Program is only open to New Zealand residents aged 18 years or older who:
 - (i) are a NZ Business Number Holders;
 - (ii) are accredited installers with an appropriate trade licence to install air-conditioning/heat pump systems to residential or commercial units;
 - (iii) have registered to participate in this Program or in the Promoter's previous Program; and
 - (iv) have sold and installed an Eligible Product to an end user. In the case of Installer who are contractors, install an Eligible Product to an end user.(collectively referred to as "**Eligible Entrants**")
- (b) The following people are excluded from entering into the Program:
 - (i) Anyone that has an open sales account with Mitsubishi Heavy Industries NZ.
 - (ii) Anyone that does not meet the criteria in clause 2(a) or that is not an **Installer**;

- (iii) Management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the Program;
- (iv) The immediate family of any persons listed in clause (b)(i) and (ii), which means 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.
- (c) For the avoidance of doubt, sub-contractors of retailers are ineligible to participate in the Program.

3. Rewards

- (a) Installers are entitled to Rewards on the following terms and conditions:
 - (i) Rewards are awarded to Installers based on the Eligible Products sold to and installed for an end user. The Rewards available for each Eligible Product are listed in the Schedule and at www.mhiheatpumps.co.nz/supplyinstall
 - (ii) Rewards are only awarded to Eligible Entrants that follow the steps stipulated by clause 4.
 - (iii) For the avoidance of doubt, only sales and installations during the Supply & Install Period are valid. In order to make a claim for a Reward Eligible Entrants must, during the Supply & Install Period, sell and install the Eligible Product to an end user.
 - (iv) All eligible claims must be submitted by the Final Claim Date.
 - (v) Last payment cycle for approved claims will be scheduled at the end of April 2024
- (b) Reward values as outlined in the Schedule are for both the sale and installation of an Eligible Product. For removal of doubt, an Installer must sell and install an Eligible Product for an end user in order to be eligible for a Reward. If an Installer only installs, but does not sell, an Eligible Product to an end user, they will not be eligible to claim a Reward.
- (c) Rewards for approved claims will be paid once a month. Claims will take approximately four (4) weeks from date of claim to be approved and will be paid in the payment cycle of the following month.
- (d) Approved claims will have relevant Reward paid out the following month from the approval date.
- (e) No Rewards will be paid to claims received outside of the Supply + Install Period.

4. Eligibility of Entrants for Supply + Install Program

- (a) In order for Eligible Entrants to become entitled to receive a Reward the following must occur:
 - (i) Eligible Entrants must confirm existing memberships on-line or register on-line to the Supply + Install Program during the Supply & Install Period. This can be done by visiting the website www.mhiheatpumps.co.nz/supplyinstall and confirming existing details or completing and submitting the registration form.
 - (ii) Eligible Entrants must submit all reasonable information required by the Promoter, including but not limited to, name, address, business name, NZ Business Number and trade licence number.
 - (iii) Eligible Entrants must then agree to the terms and conditions set out on the website.
 - (iv) Each Eligible Entrant can only register once to become a member of the Supply + Install Program.
 - (v) Eligible Entrants must then recommend any Eligible Product to their customer/end user.
 - (vi) The customer/end user must purchase and have the Eligible Product installed by the Installer during the Supply & Install Period.
 - (vii) Installers may only claim Rewards by registering a sale and installation via the on-line claim form in accordance with clause 5 in respect of the Eligible Products purchased (**Claim Form**).
- (b) The Claim Form must be fully completed by the Installer and received by the Promoter prior to the Final Claim Date in order to receive the relevant Reward.
- (c) The maximum number of Eligible Products that can be claimed on one invoice is six.
- (d) By participating in this Program, the Installer agrees to provide:
 - (i) All details requested by the Promoter, including but not limited to, the Installer's first name, surname, contact phone number, postal address, email address;
 - (ii) NZ Business Number;

- (iii) Valid indoor unit and outdoor unit serial numbers;
- (iv) The installation suburb or post code; and
- (v) Correct bank details for the electronic funds transfer (EFT).
- (e) The Installer is responsible for ensuring that their bank account details and email address are complete and accurate, and the Promoter accepts no responsibility or liability for incorrect banking or other details being provided. It is the responsibility of the Installer to ensure the correct contact and account details are held by the Promoter.
- (f) All communications between an Installer and the Promoter will be managed through the website and via email unless the Promoter, in its complete discretion decides otherwise.

5. Submitting a Claim On-line

- (a) Visit www.mhiheatpumps.co.nz/supplyinstall, follow the links to the Claim Form and complete and submit the Claim Form by:
 - Submitting all details as required by the Promoter, including but not limited to, Eligible Product details including model number, indoor and outdoor unit serial numbers, installation post code, sale date, installation date and upload a copy of the consumer tax invoice.
- (b) All INDOOR AND OUTDOOR SERIAL NUMBERS will be validated against the Promoter's company records, If a serial number does not match, a further investigation will take place. An Installer may be required to submit further documentation to validate these serial numbers. i.e. photo of the compliance plate. Accordingly, the Installer should take a picture of the compliance plate upon installation of the Product. Photographs of the boxes or packaging materials as proof of purchase will not be accepted. A physical image of the unit and the serial number is required.
- (c) If the serial number has already been claimed by another Installer, both Installers claims will be under investigation by the Promoter.
- (d) All Installers must retain a copy of the consumer tax invoice for all claims as proof of purchase and installation. Failure to produce the proof of purchase and installation for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Installer's claims and forfeiture of any right to a Reward.
- (e) The indoor unit must correspond to the appropriate outdoor unit as listed in the Schedule. In the event that the indoor unit does not correspond to the relevant outdoor unit in the Schedule, the unit combination is **not** an Eligible Product and therefore the claim will be deemed invalid.
NOTE: CONSUMER PERSONAL DETAILS EXCEPT POSTCODE MUST BE BLACKED OUT.
- (f) Each consumer sale can only be registered once regardless of how many Eligible Products are purchased and installed on one consumer tax invoice. Any consumer sales registered more than once will be deemed invalid.
- (g) All Claim Forms must be received by the Promoter by the end of the Final Claim Date. Claim Forms are deemed to have been received at the time of receipt into the database and not at the time of transmission by the entrant.
- (h) Once submitted, entrants cannot change, alter or delete their Claim Form.
- (i) Incomplete and ineligible Claim Forms will be deemed invalid. Claim Forms will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its absolute discretion or any other instructions or guidelines notified by the Promoter during the claims process for the Program.
- (j) The Installer is responsible for all costs associated with entering this Program
- (k) The Promoter may, at any time, request additional information, including but not limited to photographs of the unit, supplier invoices or proof of purchases to verify each claim.
- (l) The Installer must provide the additional documents by the date specified by the Promoter or the claim will be declined.
- (m) Any claims or invoices supplied outside of the Supply & Install Period will automatically be declined.

6. Security

- (a) At the time of registration, Installers will be given a login ID and password ("**Login Details**") which they can use to access the website and manage their account details. Installers are solely responsible for the security of their Login Details.
- (b) The Promoter is entitled to act on any instructions delivered through the on-line portal if the Installer's Login Details are correctly entered. This includes where someone purporting to be that Installer logs in using the Login Details.
- (c) Installers must not disclose Login Details to anyone. The Promoter is not responsible for transactions that have taken place without the authority of the Installer, where the correct Login Details have been used.
- (d) If a Installer knows, or suspects that a third party has their Login Details, they should change their password immediately through the on-line portal and contact the Promoter.

7. Promoter's Rights

- (a) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- (b) The Promoter reserves the right to remove or add products to the list of Eligible Products and will provide notice to all participants via email at least one month prior to the addition of any products or removal of any products from the Program.
- (c) If this Program 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:
 - (i) To disqualify any entrant; or
 - (ii) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Program, as appropriate.
- (d) The Promoter collects personal information in order to conduct the Program and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Program. Participation in the Program is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at:
<https://mhiheatpumps.co.nz/privacy-policy-terms-of-use/>
Entrants should direct any request to access, update, correct information or opt out to the Promoter.
- (e) All entries become the property of the Promoter.
- (f) The Promoter's decisions in connection with the Program are final and no correspondence will be entered into.
- (g) The Promoter accepts no responsibility for any tax implications that may arise from the Reward winnings. Independent financial advice should be sought.
- (h) Entrants and winners may be required to provide proof of identity, proof of age and proof of residency to verify their entry. Identification considered suitable for verification is at the Promoter's discretion and retain their delivery invoice to demonstrate their proof of purchase to the Promoter to verify that the relevant reward should be awarded. If an entrant/winner

fails to provide proof of identity and/or proof of purchase by the time and date stipulated by the Promoter, their entry/Reward claim will be deemed invalid at the Promoter's discretion.

8. No Liability of the Promoter

- (a) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Program on the dates and in the manner described in these terms and conditions, including but not limited to state of emergency, pandemic, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Program and recommence it from the start on the same conditions, subject to state government legislation.
- (b) 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**").
- (c) 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 the Program, including but not limited to the following:
 - (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third-party interference;
 - (iii) any entry 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;
 - (iv) any tax liability incurred; or
 - (v) the use or enjoyment of a Reward.

SCHEDULE

Product Series	SET Model No	Indoor Unit Model No	Outdoor Unit Model No	Capacity	Install + Supply Offer (\$NZD)
SPLIT SYSTEMS					
Avanti® series	DXK06ZSA-W-Set	DXK06ZSA-W	DXC06ZSA-W	2.0kW	\$ 20.00
	SRK20ZSA-W-Set	SRK20ZSA-W	SRC20ZSA-W	2.0kW	\$ 20.00
	DXK09ZSA-W-Set	DXK09ZSA-W	DXC09ZSA-W	2.5kW	\$ 25.00
	SRK25ZSA-W-Set	SRK25ZSA-W	SRC25ZSA-W	2.5kW	\$ 25.00
	DXK12ZSA-W-Set	DXK12ZSA-W	DXC12ZSA-W	3.5kW	\$ 35.00
	SRK35ZSA-W-Set	SRK35ZSA-W	SRC35ZSA-W	3.5kW	\$ 35.00
	DXK18ZSA-W-Set	DXK18ZSA-W	DXC18ZSA-W	5.0kW	\$ 50.00
Avanti PLUS® series	SRK50ZSA-W-Set	SRK50ZSA-W	SRC50ZSA-W	5.0kW	\$ 50.00
	SRK20ZSXA-W-Set	SRK20ZSXA-W	SRC20ZSXA-W	2.0kW	\$ 20.00
	SRK25ZSXA-W-Set	SRK25ZSXA-W	SRC25ZSXA-W	2.5kW	\$ 25.00
	SRK35ZSXA-W-Set	SRK35ZSXA-W	SRC35ZSXA-W	3.5kW	\$ 35.00
	SRK50ZSXA-W-Set	SRK50ZSXA-W	SRC50ZSXA-W	5.0kW	\$ 50.00
Bronte® series	SRK60ZSXA-W-Set	SRK60ZSXA-W	SRC60ZSXA-W	6.0kW	\$ 60.00
	DXK21ZRA-W-Set	DXK21ZRA-W	DXC21ZRA-W	6.3kW	\$ 63.00
	SRK63ZRA-W-Set	SRK63ZRA-W	SRC63ZRA-W	6.3kW	\$ 63.00
	DXK24ZRA-W-Set	DXK24ZRA-W	DXC24ZRA-W	7.1kW	\$ 71.00
	SRK71ZRA-W-Set	SRK71ZRA-W	SRC71ZRA-W	7.1kW	\$ 71.00
	DXK28ZRA-W-Set	DXK28ZRA-W	DXC28ZRA-W	8.0kW	\$ 80.00
	SRK80ZRA-W-Set	SRK80ZRA-W	SRC80ZRA-W	8.0kW	\$ 80.00
	DXK33ZRA-W-Set	DXK33ZRA-W	DXC33ZRA-W	9.5kW	\$ 95.00
Wera® series	SRK95ZRA-W-Set	SRK95ZRA-W	SRC95ZRA-W	9.5kW	\$ 95.00
	SRK100AVNAWZR-Set	SRK100ZR-W	FDCA100VNA-W	10.0kW	\$ 100.00
	SRF25ZSA-W-Set	SRF25ZS-W	SRC25ZSA-W	2.5kW	\$ 25.00
	SRF35ZSA-W-Set	SRF35ZS-W	SRC35ZSA-W	3.5kW	\$ 35.00
Wera® series	SRF50ZSXA-W-Set	SRF50ZSX-W	SRC50ZSXA-W	5.0kW	\$ 50.00
DUCTED SYSTEMS					
FDUA Series	FDUA100AVNAWVH-Set	FDUA100VH	FDCA100VNA-W	10.0kW	\$ 100.00
	FDUA100VNP1VH-Set	FDUA100VH	FDC100VNP	10.0kW	\$ 100.00
	FDUA100VNPWVH-Set	FDUA100VH	FDC100VNP-W	10.0kW	\$ 100.00
	FDUA125AVNXWVH-Set	FDUA125VH	FDCA125VNX-W	12.5kW	\$ 125.00
	FDUA125VNPWVH-Set	FDUA125VH	FDC125VNP-W	12.5kW	\$ 125.00
	FDUA125AVSXWVH-Set	FDUA125VH	FDCA125VSX-W	12.5kW	\$ 125.00
	FDUA140AVNXVF-Set	FDUA140VF	FDCA140VNX	14.0kW	\$ 140.00
	FDUA140AVSXVF-Set	FDUA140VF	FDCA140VSX	14.0kW	\$ 140.00
	FDUA140AVNXWVH-Set	FDUA140VH	FDCA140VNX-W	14.0kW	\$ 140.00
	FDUA140AVNXWVH-Set	FDUA140VH	FDCA140VSX-W	14.0kW	\$ 140.00
	FDUA160AVNXWVH-Set	FDUA160VH	FDCA160VNX-W	16.0kW	\$ 160.00
	FDUA160AVSAWVH-Set	FDUA160VH	FDCA160VSA-W	16.0kW	\$ 160.00
FDUM Series	FDUA200AVSAWVH-Set	FDUA200VH	FDCA200VSA-W	20.0kW	\$ 200.00
	FDUM50ZSAWVH-Set	FDUM50VH	SRC50ZSXA-W	5.0kW	\$ 50.00
	FDUM60ZSAWVH-Set	FDUM60VH	SRC60ZSXA-W	5.6kW	\$ 56.00
FDU Series	FDU71AVNXWVH-Set	FDU71VH	FDCA71VNX-W	7.1kW	\$ 71.00
	FDU100AVNAWVH-Set	FDU100VH	FDCA100VNA-W	10.0kW	\$ 100.00
	FDU100AVSAWVH-Set	FDU100VH	FDCA100VSA-W	10.0kW	\$ 100.00
	FDU100VNP1VH-Set	FDU100VH	FDC100VNP	10.0kW	\$ 100.00
	FDU100VNPWVH-Set	FDU100VH	FDC100VNP-W	10.0kW	\$ 100.00
	FDU125AVNXWVH-Set	FDU125VH	FDCA125VNX-W	12.5kW	\$ 125.00
	FDU125AVSXWVH-Set	FDU125VH	FDCA125VSX-W	12.5kW	\$ 125.00
	FDU125VNPWVH-Set	FDU125VH	FDC125VNP-W	12.5kW	\$ 125.00
	FDU125VSXVH-Set	FDU125VH	FDC125VSX	12.5kW	\$ 125.00
	FDU140AVNXVH-Set	FDU140VH	FDCA140VNX	14.0kW	\$ 140.00
	FDU140AVNXWVH-Set	FDU140VH	FDCA140VNX-W	14.0kW	\$ 140.00
	FDU140AVSXVH-Set	FDU140VH	FDCA140VSX	14.0kW	\$ 140.00
FDU Series	FDU140AVSXWVH-Set	FDU140VH	FDCA140VSX-W	14.0kW	\$ 140.00
KX Ducted Systems					
1:1 KX Combination Ducted	FDU224KXZE1/FDC224KXZPE1-Set	FDU224KXZE1	FDC224KXZPE1	22.4kW	\$ 224.00
	FDU280KXZE1/FDC280KXZPE1-Set	FDU280KXZE1	FDC280KXZPE1	28.0kW	\$ 280.00
	FDU90KXE6F-W/FDC90KXZEN1-W-Set	FDU90KXE6F-W	FDC90KXZEN1-W	9.0kW	\$ 90.00
	FDU112KXE6F-W/FDC112KXZEN1-W-Set	FDU112KXE6F-W	FDC112KXZEN1-W	11.2kW	\$ 112.00
	FDU140KXE6F-W/FDC140KXZEN1-W-Set	FDU140KXE6F-W	FDC140KXZEN1-W	14.0kW	\$ 140.00
	FDU160KXE6F-W/FDCA155KXZEN1-W-Set	FDU160KXE6F-W	FDCA155KXZEN1-W	15.2kW	\$ 152.00
	FDU112KXE6F-W/FDC112KXZES1-W-Set	FDU112KXE6F-W	FDC112KXZES1-W	11.2kW	\$ 112.00
	FDU140KXE6F-W/FDC140KXZES1-W-Set	FDU140KXE6F-W	FDC140KXZES1-W	14.0kW	\$ 140.00
	FDU160KXE6F-W/FDCA155KXZES1-W-Set	FDU160KXE6F-W	FDCA155KXZES1-W	15.2kW	\$ 152.00