

MITSUBISHI HEAVY INDUSTRIES AIR-CONDITIONERS AUSTRALIA, PTY. LTD.

POWERPLUS PARTNER PROGRAM

SUPPLY + INSTALL + EARN CAMPAIGN

TERMS AND CONDITIONS

By participating in the "Mitsubishi Heavy Industries Air-Conditioners Australia / NZ Power+ Partner Program", the Power+ Partner is agreeing to the following terms and conditions:

1. General

- (a) The Promoter is Mitsubishi Heavy Industries Air-Conditioners Australia, Pty. Ltd. (ABN 92 133 980 275) of Block E, 391 Park Road, Regents Park NSW 2143.
- (b) The Program will be conducted in all Australian and New Zealand States and Territories.
- (c) By participating in this Campaign, the Power+ Partner accepts these Terms and Conditions and agrees to receive correspondence from the Promoter's Agent. The Power+ Partner acknowledges that the Promoter may disclose your personal information and Point balance to the Promoter's Agent for the purpose of conducting this Campaign.
- (d) In these Terms and Conditions, the following terms have the following meanings:

"Eligible Product(s)" means the Mitsubishi Heavy Industries Air-Conditioners Australia products listed in The Schedule and at www.mhiaapowerplus.com.

"Final Claim Date" means 5pm AEST on **31 March 2020**. This date may be changed by the Promoter in its absolute discretion.

"Final Redemption Date" means 5pm AEST on **29 May 2020**.

"Power+ Partner" means accredited installers that stock or sell Eligible Products and have opted to participate in this Program.

"Power+ Points" means the points awarded to a Power+ Partner in accordance with clause 4.

"Supply & Install Period" means the period between **8am AEST on 1 April 2019 and ends at 5pm AEST on 31 March 2020** 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, McMahons Point NSW 2060

"Reward" means the rewards offered to Power+ Partners for their Power+ Points as specified in the Schedule and redeemed under clause 6.

2. Eligibility

- (a) The Campaign is only open to Australian & New Zealand residents aged 18 years or older who:
 - (i) are ABN holders (Australia) or NZ Business Number Holders (New-Zealand);
 - (ii) are accredited air-conditioning 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 campaign; and
 - (iv) have sold and installed an Eligible Product to an end user.
- (b) The following people are excluded from entering into the campaign:
 - (i) Anyone that does not meet the criteria in clause 2(a) or that is not a **Power+ Partner**;

- (ii) Management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the Program;
 - (iii) The immediate family of any persons listed in clause (b)(1) 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.
- ("Eligible Entrants")**

3. Power+ Points

- (a) Power+ Partners are entitled to Power+ Points on the following terms and conditions:
 - (i) Power+ Points are awarded to Power+ Partners based on the Eligible Products sold to and installed for an end user. The Power+ Points available for each Eligible Product are listed in The Schedule and at www.mhiaapowerplus.com.
 - (ii) Power+ Points are only awarded to Eligible Entrants that follow the steps stipulated by clause 4.
 - (iii) For the avoidance of doubt, Power+ Points are only available during the Supply & Install Period. In order to obtain Power+ Points 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) Rewards must be redeemed during the reward payout periods specified in clause 6.
 - (vi) All Rewards must be redeemed by the Final Redemption Date.

4. Eligibility of Entrants for Power+ Partner Program

- (a) In order for Eligible Entrants to become entitled to receive Power+ Points the following must occur:
 - (i) Eligible Entrants must confirm existing memberships on-line or register on-line to the Power+ Partner Program during the Supply & Install Period. This can be done by visiting the website www.mhiaapowerplus.com 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, ABN or 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 Power+ Partner.
 - (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 Power+ Partner during the Supply & Install Period.
 - (vii) Power+ Partner may only claim Power+ Points by registering a sale via the on-line claim form in accordance with clause 5 in respect of the Eligible Products purchased (**Claim Form**).
 - (viii) Power+ Points can only be credited to the account of Eligible Entrants once the claim has been validated by the Promoter's Agent.
- (b) The Claim Form must be fully completed by the Power+ Partner and received by the Promoter prior to the Final Claim Date in order to receive the Power+ Points.
- (c) The maximum number of Eligible Products that can be claimed on one invoice is six.
- (d) By participating in this Campaign, the Power+ Partner agrees to provide:
 - (i) All details requested by the Promoter, including but not limited to, the Power+ Partner's first name, surname, contact phone number, postal address, email address;
 - (ii) ABN or NZ Business Number;
 - (iii) Trade licence number;
 - (iv) Valid outdoor serial number;
 - (v) The installation post code; and
 - (vi) Correct bank details for the electronic funds transfer (EFT).

- (e) The Power+ Partner 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 Power+ Partner to ensure the correct contact and account details are held by the Promoter. Failure to notify of a change in details may result in disqualification and loss of all Power+ Points.
- (f) During the Supply & Install Period, a Power+ Partner can log into their Power+ account through the Promoter's website to view their Power+ Point balance.
- (g) All communications between a Power+ Partner and the Promoter will be managed through the website and via email unless the Promoter, in its complete discretion decides otherwise.

5. **Registering a Claim on-line**

- (a) Visit www.mhiaapowerplus.com to register a consumer sale, 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 and outdoor unit serial numbers, installation post code, sale date, installation date.
- (b) All OUTDOOR SERIAL NUMBERS will be validated against the Promoter's company records; If the serial number does not match, a further investigation will take place. A Power+ Partner may be required to submit further documentation to validate these serial numbers. i.e. photo of the compliance plate. Accordingly, the Power+ Partner 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 Power+ Partner, both Power+ Partners claims will be under investigation by the Promoter.
- (d) Upload copy of the consumer tax invoice containing model & serial numbers;
NOTE: CONSUMER PERSONAL DETAILS EXCEPT POSTCODE MUST BE BLACKED OUT.
- (e) Each consumer sale can only be registered once. Any consumer sales registered more than once will be deemed invalid.
- (f) 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.
- (g) Once submitted, entrants cannot change, alter or delete their Claim Form.
- (h) 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 entry process for the program.
- (i) The Power+ Partner is responsible for all costs associated with entering this Campaign
- (j) 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.
- (k) The Power+ partner must provide the additional documents by the date specified by the Promoter or the claim will be declined.

6. **Reward Payout Periods**

- (a) For the avoidance of doubt, Rewards may be claimed and redeemed during the claim periods and redemption payout periods specified in the table below. Any Rewards not claimed on or before the Final Claim Date and redeemed on or before the Final Redemption Date will be forfeited.
- (b) The following claim periods and redemption payout periods apply:

Claim Period	Redemption Payout Period
Apr/May/June/July 2019	1 Aug - 30 Aug 2019
Aug/Sep/Oct 2019	1 Nov - 29 Nov 2019
Nov/Dec 2019/Jan 2020	3 February - 28 February 2020
Feb/Mar 2020	13 April - 29 May 2020

- (c) Power+ Partners can claim throughout the campaign period, however, reward points can only be redeemed during the redemption payout periods stipulated above.
- (d) If a Power+ Partner misses the redemption payout period, their Power+ Points will roll over to the next payout period and the Power+ Partner can continue to accumulate. The final redemption payout period closes on the Final Redemption Date
- (e) The Power+ Partner will receive a notification email inviting them to redeem their Power+ Points on-line during the applicable redemption payout period.
- (f) Power+ Points can only be redeemed in CASH by way of electronic funds transfer.
- (g) The Promoter may change this Campaign, the Final Claim Date and the Final Redemption Date in its absolute discretion.
- (h) Power+ Partners can only claim validated claims in each redemption period.
- (i) The Promoter will have all claims validated before the final redemption period. For any claims that require additional information, the Power+ Partner must provide these details before the final redemption period opens or the claim will be invalid.

7. **Security**

- (a) Power+ Partners will be given a login ID and password (“Login Details”) which they can use to access the website and manage their account details. Power+ Partners 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 Power+ Partner’s Login Details are correctly entered. This includes where someone purporting to be that Power+ Partner logs in using the Login Details.
- (c) Power+ Partners must not disclose Login Details to anyone. The Promoter is not responsible for transactions that have taken place without the authority of the Power+ Partner, where the correct Login Details have been used.
- (d) If a Power+ Partner 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.

8. **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 to or removal of any products from the Campaign.
- (c) If this Campaign 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 Campaign, as appropriate.
- (d) The Promoter collects personal information in order to conduct the Campaign and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Campaign. Entry 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://mhiaa.com.au/index.php/about-us/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 campaign 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.

9. **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 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 ("**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.

THE SCHEDULE

					1 Point	\$ 1.00	\$ 1.00
Ducted Systems	Set Model No.	Indoor Model	Outdoor Model	kW	Points	AUD	NZD
High Static Single Phase	FUA71AVNXAVF	FUA71VF	FCA71VNXA	7.1	71	\$ 71.00	\$ 71.00
	FUA100VNP1VF2	FUA100VF2	FDC100VNP	10.0	100	\$ 100.00	\$ 100.00
	FUA100AVNVF2	FUA100VF2	FCA100VN	10.0	100	\$ 100.00	\$ 100.00
	FUA140AVNXVF	FUA140VF	FCA140VNX	14.0	140	\$ 140.00	\$ 140.00
	FUA125AVNXVF	FUA125VF	FCA125VNX	12.5	125	\$ 125.00	\$ 125.00
High Static Three Phase	FUA125VSVF	FUA125VF	FDC125VSX	12.5	125	\$ 125.00	\$ 125.00
	FUA140AVSXVF	FUA140VF	FCA140VSX	14.0	140	\$ 140.00	\$ 140.00
	FUA160AVSAVF	FUA160VF	FCA160VSA	16.0	160	\$ 160.00	\$ 160.00
	FUA200AVSAVG	FUA200VG	FCA200VSA	20.0	200	\$ 200.00	\$ 200.00
Medium Static Single Phase	FUM71AVNXAVF1	FUM71VF1	FCA71VNXA	7.1	71	\$ 71.00	\$ 71.00
	FUM100VNP1VF2	FUM100VF2	FDC100VNP	10.0	100	\$ 100.00	\$ 100.00
	FUM100AVNVF2	FUM100VF2	FCA100VN	10.0	100	\$ 100.00	\$ 100.00
	FUM125AVNXVF	FUM125VF	FCA125VNX	12.5	125	\$ 125.00	\$ 125.00
	FUM140AVNXVF	FUM140VF	FCA140VNX	14.0	140	\$ 140.00	\$ 140.00
Medium Static Three Phase	FUM125VSVF	FUM125VF	FDC125VSX	12.5	125	\$ 125.00	\$ 125.00
	FUM140AVSXVF	FUM140VF	FCA140VSX	14.0	140	\$ 140.00	\$ 140.00
VRF Ducted Systems	Set Model No.	Indoor Model	Outdoor Model	kW	Points	AUD	NZD
1:1 KX Combination Ducted	FDC224KXZPE1-Set	FDU224KXZE1	FDC224KXZPE1	22.4	224	\$ 224.00	\$ 224.00
	FDC280KXZPE1-Set	FDU280KXZE1	FDC280KXZPE1	28.0	280	\$ 280.00	\$ 280.00
	FDC112KXEN6-Set	FDU112KXE6F	FDC112KXEN6	11.2	112	\$ 112.00	\$ 112.00
	FDC112KXES6-Set	FDU112KXE6F	FDC112KXES6	11.2	112	\$ 112.00	\$ 112.00
	FDC155KXEN6-Set	FDU160KXE6F	FDC155KXEN6	15.5	155	\$ 155.00	\$ 155.00
					1 Point	\$ 1.00	\$ 1.00
High Wall Split Systems	Set Model No.	Indoor Model	Outdoor Model	kW	Points	AUD	NZD
Avanti® Cool Only	SRK10YSA-W-Set	SRK10YSA-W	SRC10YSA-W	2.5	25	\$ 25.00	\$ 25.00
	SRK13YSA-W-Set	SRK13YSA-W	SRC13YSA-W	3.5	35	\$ 35.00	\$ 35.00
	SRK18YSA-W-Set	SRK18YSA-W	SRC18YSA-W	5.0	50	\$ 50.00	\$ 50.00
Bronte® Cool Only	SRK24YRA-W-Set	SRK24YRA-W	SRC24YRA-W	7.1	71	\$ 71.00	\$ 71.00
Avanti® Series	SRK20ZSA-W-Set	SRK20ZSA-W	SRC20ZSA-W	2.0	20	\$ 20.00	\$ 20.00
	SRK25ZSA-W-Set	SRK25ZSA-W	SRC25ZSA-W	2.5	25	\$ 25.00	\$ 25.00
	SRK35ZSA-W-Set	SRK35ZSA-W	SRC35ZSA-W	3.5	35	\$ 35.00	\$ 35.00
	SRK50ZSA-W-Set	SRK50ZSA-W	SRC50ZSA-W	5.0	50	\$ 50.00	\$ 50.00
AvantiPLUS® Series	SRK20ZSXA-W-Set	SRK20ZSXA-W	SRC20ZSXA-W	2.0	20	\$ 20.00	\$ 20.00
	SRK25ZSXA-W-Set	SRK25ZSXA-W	SRC25ZSXA-W	2.5	25	\$ 25.00	\$ 25.00
	SRK35ZSXA-W-Set	SRK35ZSXA-W	SRC35ZSXA-W	3.5	35	\$ 35.00	\$ 35.00
	SRK50ZSXA-W-Set	SRK50ZSXA-W	SRC50ZSXA-W	5.0	50	\$ 50.00	\$ 50.00
	SRK60ZSXA-W-Set	SRK60ZSXA-W	SRC60ZSXA-W	6.0	60	\$ 60.00	\$ 60.00
Bronte® Series	SRK63ZRA-W-Set	SRK63ZRA-W	SRC63ZRA-W	6.3	63	\$ 63.00	\$ 63.00
	SRK71ZRA-W-Set	SRK71ZRA-W	SRC71ZRA-W	7.1	71	\$ 71.00	\$ 71.00
	SRK80ZRA-W-Set	SRK80ZRA-W	SRC80ZRA-W	8.0	80	\$ 80.00	\$ 80.00
	SRK95ZRA-W-Set	SRK95ZRA-W	SRC95ZRA-W	9.5	95	\$ 95.00	\$ 95.00