

# Mitsubishi Electric Awaken your Inner Chef Redemption Offer

## Terms and Conditions

1. This document sets out the terms and conditions for participation in the “Mitsubishi Electric Awaken your Inner Chef 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. The Promotion commences 9.00am AEST on 1 September 2018 and ends at 5:00 pm AEDT on 31 October 2018. (**Promotional Period**)
4. This promotion is for a Gift recoverable by way of redemption by each eligible claimant who purchases a Participating Product from a Recognised Stockist and submits the online Claim Form in accordance with these Terms and Conditions

## Definitions

5. The following definitions apply for the purposes of these terms and conditions:

**Claim Form** means a form enabling an Eligible Claimant to participate in the Redemption Offer being the form available at <https://mitsubishielectricpromotions.com.au/awaken-your-inner-chef/>

**Claim Period** means the period during which a Claim Form can be submitted by an Eligible Claimant to participate in this Promotion meaning the period from 9.00am AEST on 1 September 2018 and ending at 11:59 pm AEDT on 30 November 2018.

**Eligible Claimant** means a person who meets all the requirements of clause 8, below.

**Gift** means a Tefal Reserve Collection 5 piece set (HA903S546) RRP \$699 (**Gift**).

**Employees and Immediate Family** means Employees or contractors of the Promoter, participating Retail Store or any agencies associated with the Redemption Offer are ineligible to enter the Redemption Offer. 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.

**Participating Product** means a single refrigerator of the Mitsubishi Electric refrigerators listed in the table below:

Participating Products	Refrigerator Model Numbers
WX Series	MR-WX743Y-S-A MR-WX743Y-BR-A MR-WX743Y-W-A MR-WX743C-S-A MR-WX743C-BR-A MR-WX743C-W-A
LX Series	MR-LX630EM-GSL-A MR-LX630EM-GBK-A

**Purchase** means purchase of a Participating Product:

- i. for use in a residential home application;
- ii. with payment in full being made during the Promotional Period; and
- iii. from a Recognised Stockist,

but excluding (i) purchases made by any entity with an Australian Business Number; (ii) purchases as part of commercial or business transactions or for residential development projects or commercial or industrial works; (iii) purchases via an auction or online bidding website; (iv) purchases of second hand products; (v) 'C grade' or 'seconds' products and (vi) Refurbished or Demonstration Products.

**Recognised Stockist** means any Australian retailer authorised by Mitsubishi Electric to participate in this Promotion; The Promoter recommends that prior to purchasing a Participating product the customer verify that the retailer is authorised to participate in the Promotion.

6. 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.
7. The Promoter reserves the right to vary or amend these terms and conditions or to extend or cancel the Redemption Offer at any time.

### **Eligibility and Claims**

8. The Redemption Offer is only open to an Australian resident, with an Australian residential address who:
  - a. is 18 years old or over and must not be a company, business or organisation of any description an employee of the Promoter, a Participating Retail Store or any agency associated with this Promotion, or any immediate family member of such person;
  - b. Purchases a Participating Product during the Promotional Period from a Recognised Stockist; (which exclude "C grade" or "seconds" products, second-hand, refurbished or demonstration products, ebay, third party purchases, or lay-bys) submits a valid Claim Form for the Redemption Offer within the Claim Period at <https://mitsubishielectricpromotions.com.au/awaken-your-inner-chef/> by inputting all the required details including the serial number of the Participating Product purchased and successfully completing and submitting the Claim Form;
  - c. Visit <https://mitsubishielectricpromotions.com.au/awaken-your-inner-chef/> and follow the prompts on the online claim form and:
    - i. Input all requested details without limitations the claimants first and surname, street address, email address, contact telephone number.
    - ii. Upload a copy of the original purchase tax invoice from a Recognised Stockist for the Participating Product to Promoter.
    - iii. Provide the product serial number of the Participating Product to the Promoter in accordance with this clause 8.
    - iv. Submit the completed online claim form agreeing to these terms and conditions.
    - v. Claims must be received by 30 November 2018. Eligible claimants will have until 14<sup>th</sup> December 2018 to finalise their claim by submitting all the relevant information required under clause 8(c). All claims not finalised by 14<sup>th</sup> December 2018 will be deemed invalid and will not be entertained.

9. Following the submission of the online claim form the claimant (whether being an Eligible Claimant or not) will receive a unique claim reference number. That can be used by the claimant to access the track claim function on the website.

### **Claim Validity**

10. Subject to clauses 11, 12, 13, 14, 15, 16, 17, 18 and 19 all Eligible Claimants who successfully complete and submit a valid Claim Form within the claim period will receive the Gift.
11. No exceptions to will be made for delayed refrigerator deliveries due to kitchen or home renovations, all claim details must be provided within the claim period.
12. Incomplete, indecipherable or fraudulent claims will be deemed invalid. It is the Claimants responsibility to ensure that their contact details are correct and that the uploaded pictures are clear. The Promoter accepts no responsibility should an eligible Claimant not receive their Gift because of a failure to provide correct details or for providing an invalid serial number.
13. If any of the details that the Claimant provides in the Claim Form do not match the proof of purchase documentation uploaded and received by the Promoter, the Claim will be deemed invalid.
14. 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.
15. The Promoter will validate the serial number and the tax invoice submitted by the claimant and will inform the claimant by email if any invalid information has been received. All claims must be submitted by 30<sup>th</sup> November 2018. The claimant will have until 14<sup>th</sup> December 2018 to provide the valid information as applicable through the Track Claim promotion page.
16. The Promoter in its absolute discretion may invalidate any claim if the claimant fails to provide the further requested information from the Promoter by the final date for submission of 14<sup>th</sup> December 2018.
17. The Promotion and/or any time period that claimants have to make a claim and provide information (including serial number) may be extended at the Promoters discretion.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Claims are limited one redemption per household.

### **Serial Number and Tax Invoice Uploads**

20. The Promoter must receive the following from the Claimant for their claim to be valid (i) a copy of the original purchase tax invoice from a Participating Retail Stockist in reference to the Participating Product purchased, (ii) valid serial number of a Participating Product.
21. If the claimant is unable to provide the Participating Product serial number at the time of submitting the Online Claim Form, the claimant must still submit the Online Claim Form prior to 30<sup>th</sup> November 2018 and tick the relevant box to indicate they have not yet taken receipt of the Participating Product. The Claimant must provide the Promoter with the serial number upon receiving the Participating Product through the Track Claim page on the Website.  
This needs to be completed by 14<sup>th</sup> December 2018. All claims not finalised by 14<sup>th</sup> December 2018 will be deemed invalid and will not be entertained.
22. The Track Claim page on the Website will close for additional information submissions at 11:59pm (AEDT) on Friday 14<sup>th</sup> December 2018 and serial numbers or participating products cannot be submitted to the Promoter, therefore claims cannot be completed after this time.

### **Delivery**

23. The Gift may take up to 5 weeks for delivery from finalisation of a valid claim.

24. The Gift will be delivered to Australian residential street addresses only (cannot be delivered to PO Boxes) It is the responsibility of the claimant to provide the Promoter with the correct contact and mailing details.

## General

25. It is the Eligible Claimant's responsibility to ensure that all the details provided in the Claim Form for the Redemption Offer are accurate. In particular, it is the responsibility of the Eligible Claimant to provide correct and up to date address details to the Promoter.
26. 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.
27. If the Gift is unavailable, the Promoter in its discretion reserves it right to substitute the Gift with a gift of equal value.
28. 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 *Competition and Consumer Act 2010* (Cth) (Warranty). The products of Promoter come with guarantees, additional to this Warranty that cannot be excluded under the Competition and Consumer Act 2010. Eligible Claimants are entitled to a replacement or refund for a major failure and for 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.
29. 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.
30. 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.
31. Other than set out in clause 28 above, the Promoter will use the personal information of Eligible Claimants in accordance with its privacy policy, available at <http://www.mitsubishielectric.com.au/privacy.htm>.
32. 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.

**Promotion Support is available at:** Email: [Promotions@meaust.meap.com](mailto:Promotions@meaust.meap.com) | Phone: 1300 164 148