

TERMS AND CONDITIONS

TECO AUSTRALIA PTY. LTD.

LEAVE A REVIEW PROMOTION 2024

Information on how to enter the draw form part of these Terms and Conditions. By participating in the TECO Australia Leave A Review Promotion (the “**Campaign**”), the Eligible Participant agrees to the following Terms and Conditions.

1. General

- a. The Promoter is TECO Australia Pty. Ltd. (ABN 77 002 595 388) of 337-335 Woodpark Road, Smithfield, NSW 2164 (“**Promoter**”).
- b. The Campaign will be conducted in all Australian States and Territories.
- c. By participating in this Campaign, the Eligible Participant accepts these Terms and Conditions and agrees to receive correspondence from the Promoter’s Agent. The Eligible Participant acknowledges that the Promoter may disclose their personal information 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 all TECO Australia air conditioning and home appliance products listed on the TECO Australia website (www.teco.com.au).

“**Promotion Period**” means **00:01 AEST 1 January 2024 and 23:59 AEDT 31 December 2024 inclusive**. The Promoter reserves the right to extend the Promotion Period in its absolute discretion.

“**Draw Periods**” means **23:59 AEST 31 March 2024, 23:59 AEST 30 June 2024, 23:59 AEST 31 September 2024, and 23:59 AEST 31 December 2024**. No additional entries into the draw will be accepted after this date.

“**Eligible Entries**” means the individual consumer who submits a product review within the Promotion Period. Multiple reviews can be submitted. Each review must be for a different Eligible Product(s).

“**Promoter’s Agent**” means **Unified Incentives Pty Ltd. (GiftPay)**:

Phone: (02) 9409 8699

Web: www.giftpay.com.au/business/contact-support.aspx

ABN:16 53 157 818 427

The Promoter is responsible for the validation and approval of all entries submitted during the Campaign.

“**\$1,000 GiftPay eCard**” means the prize provided to the winner of the draw entered by an Eligible Participant for the purpose of the promotion.

For removal of doubt, AEST or AEDT as specified in the definitions above applies to **all** entrants regardless of their city or country of residence. Local time zones are not relevant.

2. Entry Eligibility

- a. The Campaign is only open to Australian residents aged 18 years or older who:
 - i. have submitted a review for an Eligible Product within the Promotion Period.
 - ii. have lodged a review using the LEAVE A REVIEW button found on the Promoter’s website (www.teco.tips/review).
 - iii. have met all other entry requirements as set out in these Terms and Conditions.
- b. The following people are excluded from entering the Campaign:
 - i. Anyone that does not meet the criteria in clause 2(a).
 - ii. Management, employees, directors and contractors of the Promoter, its related entities, other agencies, firms or companies associated with the Campaign.
 - iii. The immediate family of any persons listed this clause, which means any of the following: spouse, ex-spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
 - iv. 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.
- c. The Eligible Participant is responsible for ensuring his or her familiarity with the Terms and Conditions at the time of participation. The Promoter’s decision to not enforce a specific restriction (whether communicated to an Eligible Participant or not) does not constitute a waiver of that restriction or of the Terms and Conditions in general.

3. Eligible Reviews

- a. In accordance with these Terms and Conditions, Eligible Reviews, may qualify to go in the draw to win \$1,000 GiftPay eCard for submitting a review for an Eligible Product(s) within the Promotion Period.
- b. For the purposes of the Campaign, 'submitting a review for an Eligible Product(s) means the successful submission of the Eligible Product(s).
- c. Purchase of an Eligible Product(s) is not mandatory to be an Eligible Participant.
- d. This Campaign cannot be used in conjunction with any other offer, campaign or promotion.
- e. The Promoter is responsible for determining whether a person is an Eligible Participant in its absolute discretion.
- f. The Promoter reserves the right in its sole discretion to disqualify 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 Campaign
- g. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Campaign is final and binding with every person who enters the Campaign. No correspondence will be entered into with respect to the decision.

4. Claiming the \$1,000 GiftPay eCard

- a. To qualify for a \$1,000 GiftPay eCard an Eligible Participant must:
 - i. Leave a review for an Eligible Product(s) within the Promotion Period; and
 - ii. During the Promotion Period, fully complete and submit the Eligible Product(s) review available only at www.teco.tips/review. Only reviews submitted online at the above link will be eligible for the \$1,000 GiftPay eCard draw.
- b. As part of the review, the Eligible Participant must:
 - i. Supply all details requested by the Promoter, including but not limited to their first name, last name, contact email, address, etc;
 - 1. The Eligible Participant's full name.
 - 2. Email address
 - 3. This will be completed once the BV form is complete
- c. with the Promoter's Privacy Policy (which can be viewed at <https://www.teco.com.au/Information/Privacy>)
- d. Multiple reviews are permitted in this Campaign if each review is of a different capacity, volume, or product.
- e. **The Promoter will decline duplicate reviews.**
- f. All reviews must be validated and approved by the Promoter before the \$1,000 GiftPay eCard promotion is drawn.

5. Review Validation

- a. To be eligible for the draw, all reviews will be validated by the Promoter.
- b. To verify the validity of the claim(s) and the Eligible Claimants details submitted as part of the Claim Form, the Promoter reserves the right to request, at any time, additional information including, but not limited to:
- c. It is the responsibility of the Eligible Participant to ensure that they submit any requested details in the review requested by the Promoter within the specified time frame.
- d. If the Eligible Participant does not submit within the given timeframe, then the review will be deemed invalid, and not entered into the draw.
- e. Only claims made by the Eligible Participants in their own name will be accepted.
- f. Only reviews that meet all the entry requirements with complete and accurate details will be entered into the draw. The Promoter takes no responsibility for Eligible Participants being uncontactable because of inaccurate or incomplete details.
- g. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has tampered with the review or draw process.
- h. Errors and omissions may be accepted at the Promoters discretion.
- i. Late, incomplete, fraudulent, falsified, indecipherable or otherwise offensive entries will be deemed invalid and may be disqualified at the Promoter's sole discretion.
- j. It is the responsibility of the Eligible Participant to ensure that all review details are complete, accurate and submitted in full. The Promoter is not responsible nor liable for any reviews not received within the Promotion Period. No responsibility will be taken for lost, late or misdirected reviews. For clarity, the Promoter takes no responsibility for correspondence that is not read by Eligible Participants because the Eligible Participant did not check their junk/spam folder.
- k. If the Eligible Participant is unsure if their review has been submitted correctly and in full, the Eligible Participant is responsible for confirming the submission with the Promoter via the support email, **PRIOR TO** the end of the particular Draw Period.

6. GiftPay and Eligible Products

- a. Eligible Products are listed on the TECO website and on the review form. The review form and website will be updated as new products are added throughout the Promotion Period and a review can be submitted for these products as they become available on the review form.

- b. The Promoter may, during the Promotion Period, add or remove any additional products to the website and/or review form of Eligible Products at any time in their sole discretion.
- c. The Promoter is not responsible for any incorrect values promised to the Eligible Participant by third-parties who have listed the draw value outside of these Terms and Conditions. This applies to any Eligible Participant who misreads or misinterprets the website or review form. No additional entries into the draw will be included in these cases.
- d. The \$1,000 GiftPay eCard can only be used within Australia and sent to the email address nominated by the winning Eligible Participant on the Review Form.
- e. Eligible Participants should allow approximately six (6) weeks from the date of each draw throughout the Draw Period.
- f. If the Eligible Participant has been requested to provide additional information as listed in Clause 5, then the Eligible Participant is advised that this will cause a slight delay in the issuing of the \$1,000 GiftPay eCard.
- g. Any major delays to the six (6) week payment time, will be communicated directly to the winning Eligible Participant via their nominated email address listed on the review form.
- h. It is the Eligible Participants responsibility to ensure that all details provided for the payment of the \$1,000 GiftPay eCard are correct.
- i. The Eligible Participant is responsible for ensuring and checking the accuracy of the contact details provided and the Promoter is not responsible for any errors that are a result of the Eligible Participant providing the incorrect details.
- j. The Promoter will not be responsible for any issues the Promoter's Agent may face in issuing the \$1,000 GiftPay eCard to the winning Eligible Participant if the details passed to the Promoter's Agent are incorrect or incomplete.
- k. The Promoter is not responsible for any \$1,000 GiftPay eCard issued to an incorrectly nominated email address provided by the winning Eligible Participant. In these cases, there will be no further \$1,000 GiftPay eCard issued for that Prize Period.

7. Security

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- a. It is the responsibility of the Eligible Participant to ensure that these details are always protected and private. The Promoter is not responsible for any interference that is a result of the Eligible Participant sharing these details.
- b. All personal information submitted by the Eligible Participant will be handled in accordance with the Promoter's Privacy Policy available here: <https://www.teco.com.au/Information/Privacy>

- c. The Promoter is bound by the Australian Privacy Principles in the Privacy Act as well as any other applicable laws.
- d. All information from Eligible Participants ("**Personal Information**") collected during the Campaign may be used by the Promoter for direct marketing purposes.
- e. The Promoter will not disclose Personal Information to any entity outside of Australia.
- f. Should the Eligible Participant's Personal Information change during the Campaign, it is the Eligible Participant's responsibility to notify the Promoter in writing via the email: sales@teco.com.au.

8. Promoter's Rights

- a. The Promoter reserves the right, at any time, to verify the validity of reviews and Eligible Participant details 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 review process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Campaign.
- b. 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.
- c. All Eligible Participants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the \$1,000 GiftPay eCard to the ineligible person. Return of the \$1,000 GiftPay eCard or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
- d. 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.
- e. All entries become the property of the Promoter.
- f. Any costs associated with accessing the Promoter's website or submitting a review are the Eligible Participant's sole responsibility and dependent on the Internet service provider used.
- g. The Promoter is not responsible for any technical difficulties associated with submitting the review that are outside of the Promoter's control.
- h. The use of any automated software or any other mechanical or electronic means that allows an Eligible Participant to automatically

submit a review is prohibited and will render all reviews from the Eligible Participant invalid.

- i. Reviews are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Participant.
- j. If, for any reason, the Campaign is not capable of being run as planned, including due to pandemic, infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Campaign, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Campaign.
- k. Any Eligible Participant who, in the opinion of the Promoter, breaches any of these Terms and Conditions, tampers or interferes with the review process in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Campaign, or who does not properly comply with the claim process, will be deemed ineligible and as such will not be able to enter the Campaign. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- l. All customer enquiries, including assistance in completing the review form, are to be directed to 1300 660 037 or sales@teco.com.au.
- m. The Promoter, Promoter's Agent and related entities shall not be liable for any loss or review, taxes, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Campaign, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- n. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.