

TERMS AND CONDITIONS

TECO AUSTRALIA PTY. LTD.

WINTER GIFTPAY PROMOTION 2024

Information on how to claim the GiftPay form part of these Terms and Conditions. By participating in the TECO Australia Winter GiftPay Promotion (the “**Campaign**”), the Eligible Claimant agrees to the following Terms and Conditions.

1. General

- a. The Promoter is TECO Australia Pty. Ltd. (ABN 77 002 595 388) of 335-337 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 Claimant accepts these Terms and Conditions and agrees to receive correspondence from the Promoter’s Agent. The Eligible Claimant 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 the TECO Australia products listed in the Schedule and at www.teco.tips/giftpay. Only indoor and outdoor unit combinations as stated in the Schedule are eligible.

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

“**Claim Period**” means **00:01 AEST 1 May 2024 and 23:59 AEST 31 October 2024**. No additional claims will be accepted after this date.

“**Eligible Claimant**” means the individual consumer who has purchased an Eligible Product within the Purchase Period and made a valid claim within the Claim Period.

“**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.

“Participating Outlet(s)” means any licensed dealer, installer, store or outlet who can supply or supply and install Eligible Products in Australia. For the avoidance of doubt, the Participating Outlet does not need to have a registered account with the Promoter or be listed on the Promoter’s website. Purchase of an Eligible Product from a non-registered or non-listed installer or wholesaler store is still eligible.

“GiftPay” means the rewards offered to the Eligible Claimant for the purchase of an Eligible Product within the Purchase Period and claimed within the Claim Period.

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. Any Eligible Products sold or installed outside of the Purchase Period are not eligible for a claim or GiftPay. Any claims received after the Claim Period will be invalid.

2. Claimant Eligibility

- a. The Campaign is only open to Australian residents aged 18 years or older who:
 - i. have purchased an Eligible Product within the Purchase Period for their residential address.
 - ii. have lodged a claim using the online claim form only within the Claim Period.
 - iii. have all required documentation required to submit the claim as set out in clauses 3, 4 and 5; and
 - iv. 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, the Participating Outlets and 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 or organisations who make the purchase in the name of a trust, company, business, or commercial, or residential developers, builders, subcontractors, installers, resellers or real

- estate agents or any other person or organization 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.
 - vi. Installers or sub-contractors who have completed the install for the end consumer and who are service agents for the Promoter.
- c. For the avoidance of doubt, sub-contractors of retailers are ineligible to participate in the Campaign.
 - d. For this Campaign, only the end consumer who has purchased an Eligible Product is eligible to claim the GiftPay. No GiftPay will be given to any installer, subcontractor or business who attempts to claim the GiftPay on behalf of the consumer.
 - e. For the avoidance of doubt, installers, subcontractors, and the like should not offset any promotional GiftPay to the end consumer at the time of invoicing in the belief that this will be returned by the Promoter. This concept is not supported, endorsed or permitted under the Terms and Conditions of this Campaign.
 - f. The Eligible Claimant 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 Claimant or not) does not constitute a waiver of that restriction or of the Terms and Conditions in general.

3. Eligible Claims

- a. In accordance with these Terms and Conditions, Eligible Claimants, may qualify to receive a GiftPay for the purchase of an Eligible Product within the Purchase Period.
- b. For the purposes of the Campaign, 'purchase' of an Eligible Product means the full payment of the price of the Eligible Product with no balance owing on the tax invoice. Purchases must be made within the Purchase Period to be eligible for the GiftPay. The full list of Eligible Products can be found in the below Schedule.
- c. Purchase of the Eligible Product(s) must be for domestic and residential use only and not for non-residential, industrial, or business. Claims submitted with a tax invoice issued to a business will be deemed invalid and will be declined.
- d. The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.
- e. 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

- f. 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 GiftPay

- a. To qualify for the GiftPay an Eligible Claimant must:
 - i. Purchase an Eligible Product from a Participating Outlet during the Purchase Period; and
 - ii. During the Claim Period, fully complete and submit the claim form ("**Claim Form**") available only at www.teco.tips/giftpay. Only claims submitted online at the above link will be eligible for the GiftPay. The Promoter will not accept Claim Forms submitted via any other medium. Only claims submitted online at the above link will be eligible for the GiftPay. The Promoter will not accept Claim Forms submitted via any other medium.
- b. As part of the Claim Form, the Eligible Claimant must:
 - i. Supply all details requested by the Promoter, including but not limited to their first name, last name, contact phone number, street address, age, and email address;
 - ii. Supply the name of the Participating Outlet where the Eligible Product was purchased;
 - iii. Supply the outdoor and indoor model and serial number of the Eligible Product. All serial numbers are validated against the Promoter's records and any serial numbers not validated in the Promoter's records or those of non-participating products will be deemed invalid and the claim declined;
 - iv. Supply a photograph or scanned copy of the tax invoice which clearly shows the following:
 - 1. The Eligible Claimant's full name.
 - 2. Street address.
 - 3. Model and serial number of the Eligible Product purchased.
 - 4. Participating Outlet including ABN; and
 - 5. Date of purchase.
- c. In any instance where the tax invoice does not show the model and serial number of the Eligible Product, the Eligible Claimant may be required to supply an image of the Eligible Product's compliance plate with these details clearly. Details on where to find the model and serial number form part of the Claim Form.

- d. For the avoidance of doubt, any tax invoices not containing the above information will be deemed invalid. Proforma or deposit invoices will not be accepted.
- e. The tax invoice should clearly state the installation or delivery address that matches the residential address submitted on the Claim Form. The Eligible Claimant's full name must also match the purchaser's full name on the tax invoice.
- f. As part of the Claim Form, Eligible Claimants must also submit a photograph or scanned copy of a household bill with the same street address as the Eligible Claimant has submitted on the Claim Form and tax invoice. This may be a copy of the current council rates notice or utility account dated within the previous three (3) months from the date the Claim Form was submitted. The Promoter will only use this household bill for the purposes of validating the residential address submitted on the Claim Form and the household bill will be kept in line with the Promoter's Privacy Policy (which can be viewed at <https://www.teco.com.au/Information/Privacy>
- g. Multiple claims are permitted in this Campaign and up to a MAXIMUM of eight (8) Eligible Products by the Eligible Claimant within the same residential address. Eligible Claimants can only submit claims for a maximum of three (3) different residential addresses.
- h. **The Promoter will decline duplicate tax invoices.**
- i. All claims must be validated and approved by the Promoter before the GiftPay will be sent out.

5. Claim Validation

- a. To be eligible for the GiftPay, all claims will be validated by the Promoter.
- b. Eligible Claimants must retain their original tax invoice which corresponds to the claim they submit in the Campaign.
- c. 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:
 - i. Appropriate photo identification, including a licence, 18+ card or passport;
 - ii. Their proof of purchase that corresponds to all claims they have submitted;
 - iii. Photograph/s of the Eligible Product's compliance plate that clearly identifies the unit's model and serial number;
 - iv. Proof of the Eligible Product's installation; and
 - v. Proof of the Eligible Claimant's ownership of the residential location listed on the Claim Form.

- d. All documents including the tax invoice and household utility bill, will be verified by the Promoter. Documents that cannot be opened, are illegible, or only partial documents will not be verified. All Eligible Claimants will be given the opportunity to resubmit these documents.
- e. It is the responsibility of the Eligible Claimant to ensure that they resubmit any requested documentation or details requested by the Promoter within the specified time frame.
- f. If the Eligible Claimant does not respond within the given timeframe, then the claim will be deemed invalid, and no GiftPay will be sent.
- g. Only claims made by the Eligible Claimants in their own name will be accepted.
- h. Claims submitted by any person other than the Eligible Claimant including but not limited to, installers, resellers, property managers, family member and the like will be considered invalid, and the claim will be declined.
- i. If more than one (1) person attempts to claim for the same Eligible Products, specifically the same serial number in more than one (1) claim, the Promoter has the right, in its sole discretion, to determine which of the multiple claims is from the legitimate Eligible Claimant.
- j. Only claims that meet all the entry requirements with complete and accurate details will be awarded the GiftPay. The Promoter takes no responsibility for Eligible Claimants being uncontactable because of inaccurate or incomplete details.
- k. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has tampered with the claim process.
- l. Errors and omissions may be accepted at the Promoters discretion.
- m. Late, incomplete, fraudulent, falsified, indecipherable or otherwise offensive entries will be deemed invalid and may be disqualified at the Promoter's sole discretion.
- n. 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 any claims not received within the Claim Period. No responsibility will be taken for lost, late or misdirected Claim Forms. For clarity, the Promoter takes no responsibility for correspondence that is not read by Eligible Claimants because the Eligible Claimant did not check their junk/spam folder.
- o. If the Eligible Claimant is unsure if their claim has been submitted correctly and in full, the Eligible Claimant is responsible for confirming the submission with the Promoter via the support email, **PRIOR TO** the end of the Claim Period.

6. GiftPay and Eligible Products

- a. Eligible Products are listed in the table below under Schedule. The corresponding value of the GiftPay available for each Eligible Product is referenced next to the respective product.
- b. This Campaign is subject to stock availability of the Eligible Products.
- c. The Promoter is not responsible for any delays in product delivery or installations from Participating Outlets. 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 necessary efforts to ensure stock availability for the duration of the Campaign and any exceptions will be at the sole discretion of the Promoter.
- d. The Promoter may, during the Purchase Period, add or remove any additional products to the list of Eligible Products at any time in their sole discretion.
- e. It is the responsibility of the Eligible Claimant to ensure their familiarity with the GiftPay amount for each Eligible Product. Only the values listed in the Schedule will be paid out for each respective Eligible Product.
- f. The Promoter is not responsible for any incorrect values promised to the Eligible Claimant by third-parties who have listed a GiftPay value outside of these Terms and Conditions. This applies to any Eligible Claimant who misreads or misinterprets the Schedule. No additional GiftPay will be sent out in these cases.
- g. The GiftPay can only be used within Australia and sent to the email address nominated by the Eligible Claimant on the Claim Form.
- h. Eligible Claimants should allow approximately six (6) weeks from the date of when they submit their Eligible Claim to receive their GiftPay.
- i. If the Eligible Claimant has been requested to provide additional information as listed in Clause 5, then the Eligible Claimant is advised that this will cause a slight delay in the issuing of the GiftPay.
- j. Any major delays to the six (6) week payment time, will be communicated directly to the Eligible Claimant via their nominated email address listed on the Claim Form.
- k. It is the Eligible Claimants responsibility to ensure that all details provided for the payment of the GiftPay are correct.
- l. The Eligible Claimant 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 Claimant providing the incorrect details.
- m. The Promoter will not be responsible for any issues the Promoter's Agent may face in issuing a GiftPay to the Eligible Claimant if the details passed to the Promotor's Agent are incorrect or incomplete.

- n. The Promoter is not responsible for any GiftPay issued to an incorrectly nominated email address provided by the Eligible Claimant. In these cases, there will be no further GiftPay issued.

7. Security

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- a. It is the responsibility of the Eligible Claimant 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 Claimant sharing these details.
- b. All personal information submitted by the Eligible Claimant 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 Claimants ("**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 Claimant's Personal Information change during the Campaign, it is the Eligible Claimant'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 claims and claimants (including a claimant's identity, age, and place of residence) 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 claims 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 Claimants 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 GiftPay to the ineligible person. Return of the GiftPay 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. The Promoter's decisions in connection with the Campaign are final and no correspondence will be entered into.
- g. Any costs associated with accessing the Promoter's website or submitting a Claim Form are the Eligible Claimant's sole responsibility and dependent on the Internet service provider used.
- h. The Promoter is not responsible for any technical difficulties associated with submitting the Claim Form that are outside of the Promoter's control.
- i. The use of any automated software or any other mechanical or electronic means that allows an Eligible Claimant to automatically submit Claim Forms is prohibited and will render all claims from the Eligible Claimant invalid.
- j. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Claimant.
- k. 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.
- l. Any Eligible Claimant who, in the opinion of the Promoter, breaches any of these Terms and Conditions, tampers or interferes with the claim 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.
- m. All customer enquiries, including assistance in completing the Claim Form, are to be directed to 1300 660 037 or sales@teco.com.au.
- n. The Promoter, Promoter's Agent and related entities shall not be liable for any loss or claim, 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).

- o. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

ELIGIBLE PRODUCTS & GIFTPAY VALUE

Eligible Products are listed in the table below. The value of the GiftPay available to be claimed for each Eligible Product is referenced next to the respective model.

Platinum 3D Series Reverse Cycle	GiftPay Value	Platinum 3D Series Cool Only	GiftPay Value
TWS-TSO26H3DVJT	\$75	TWS-TSO35C3DVGA	\$100
TWS-TSO35H3DVJT	\$100	TWS-TSO50C3DVGA	\$125
TWS-TSO52H3DVJT	\$125	TWS-TSO70C3DVGA	\$150
TWS-TSO72H3DVJT	\$150		
TWS-TSO88H3DVJT	\$175		