

## Summer's a breeze with Brivis

### VISA prepaid card offer Terms & Conditions (AU)

#### VIC, NSW, ACT ONLY

1. Information on how to participate in the 'Summer's a breeze with Brivis' promotion forms part of these Terms and Conditions. Claims that do not comply with these Conditions of Entry are ineligible. **Internet access and a valid email account are required to claim a VISA prepaid card. Claim forms sent via Post, facsimile or any other method will not be accepted.** By claiming a VISA prepaid card, Participants agree to be bound by these Terms and Conditions.

2. Employees of the Promoter, Brivis Dealers/stockists and the affiliated companies and agencies of the Promoter are ineligible to claim a VISA prepaid card.

Government Departments, Hire Companies and Direct Commercial Accounts (Key Account Holders) are eligible to claim. The 'Summer's a breeze with Brivis' promotion is only open to Participants.

**"Participants"** means residents of Australia (other than the excluded persons set out in this clause 2), who purchase a qualifying Product from a participating dealer or stockist in Victoria, New South Wales or ACT only during the promotional period. Participants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Participant must read and consent to these Terms & Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.

**"Product"** refers to the Brivis Advance, Advance Plus, Promina & Contour Evaporative Coolers mentioned within clause 4.

The Visa card value is for the sole and exclusive claim in respect of a purchase of a Product. The Promoter reserves the right to request the details of individual redemptions and proof of sale. By participating in this promotion, authorised CLIENT Dealers/stockist accept the full Terms and Conditions, and agree to provide the Promoter, upon request, details of any transaction to validate that the Products were on-sold. It is the individual CLIENT Dealers/stockist's responsibility to ensure all their staff are fully aware and abide by these conditions.

2a. The value of the claimants VISA prepaid card is respective of the product purchased. **VIC, NSW & ACT:**

#### **Brivis Evaporative Cooler**

|                                |       |
|--------------------------------|-------|
| Brivis Advance & Advance Plus: | \$100 |
| Brivis Promina:                | \$100 |
| Brivis Contour:                | \$200 |

3. The Promoter is Rinnai Australia Pty Ltd, VIC ABN 74 005 138 769 of 100 Atlantic Drive Keysborough, VIC 3173. Any queries relating to submitting claims should be made in writing via email to: [info@myrinnairewards.com.au](mailto:info@myrinnairewards.com.au) or via phone on (03) 8620 7827.

4. To be eligible to claim a VISA prepaid card, the Participant must purchase during the promotional period, (as set out in clause 5 below) a Bravis Advance, Advance Plus, Promina or Contour Evaporative Coolers at a participating dealer or stockist. Promotion available while stocks last within the period specified in clause 5 below. Claims will not be accepted on Products purchased prior to or after the promotion purchase dates, specified in clause 5. No rain checks.

5. Claims in the promotion are valid only for Products purchased and paid for in full in Australia from participating dealers or stockists between participating dealers or stockists (inclusive). The promotional period is from the 1<sup>st</sup> of October 2019 and ends 29th of Feb, 2020. Final claims must be lodged by 11:59pm AEDST on 31st of March, 2020 ('Grace Period') in accordance with clause 6. Participant(s) will forfeit claims not made by this date.

6. To lodge a VISA prepaid card claim, the Participant must visit **briviscooldeals.com.au** and complete the official on-line claim form by entering their details, answering the associated questions, uploading proof of purchase. Claims must be lodged via the internet site only by the date specified in clause 5. Claim forms sent via Post, facsimile or any other method will not be accepted.

7. Maximum of three (3) Claims per installation address. Each claim must include proof of purchase. **Each Product purchased can only be used once for redeeming one VISA prepaid card. Claims will be deemed invalid if the same serial number is used on more than one claim.** The Promoter reserves the right to request that claimant's present proof of purchase in the form of a purchase receipt (clearly showing that a Product was purchased, store of purchase and purchase date) for all claims for VISA prepaid card claim validation. Failure to provide proof of purchase for all claims submitted may result in invalidation of all claims at the Promoter's discretion.

8. Every valid claim received in accordance with clause 6 will be awarded a VISA prepaid card. The offer will be issued in the form of a Visa prepaid gift card. Any ancillary costs associated with redeeming the Visa prepaid gift card are not included. For full terms and conditions on the use of the card, including fees and charges, visit [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com) Card issued by Heritage Bank Limited ABN 32087652024 AFSL 240984 Australian Credit License 240984. Funds will be issued in Australian Dollars.

9. Please allow for up to 60 days from the date that the claim is validated for processing. Claimants will be notified that their claim has been submitted by email and will also be notified via email if any issues arise with their claim. Visa prepaid gift card will be delivered to the Participant's nominated Australian address (as specified on the claim form).

10. Participants must activate their VISA prepaid card when they receive it by going to [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com) prior to going in store. **The card will be valid for 12 months from date of issuance.**

11. Participants can check their card available balance and complete transaction history at any time free of charge online at: [ichoosegift.mycardplace.com](http://ichoosegift.mycardplace.com). Should the Participant wish to check their

balance using the automated phone service, charges will apply and will be deducted against the card. Refer to the detailed card Terms and Conditions for charges applicable to the Visa prepaid card.

**12. If a Participant claims the VISA prepaid card offer and later returns or exchanges the Product, due to a defect in the Product, in accordance with law and the relevant CLIENT Dealer's/stockist's Terms and Conditions of sale, then the amount refunded or credited to the Participant will be the amount paid for the Product, less the VISA prepaid card amount.**

13. The Promoter reserves the right to extend the closing date of the promotion at its discretion.

14. With the exception of ordinary Product discounts, in the form of in-store sales offered by participating dealers or stockists the promotion is not valid in conjunction with any other promotional offer.

15. The Promoter's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into.

16. Claims and VISA prepaid cards are not transferable, exchangeable, redeemable for cash or assignable, unless otherwise specified by the Promoter.

17. If for any reason a Participant does not claim/redeem a VISA card (or part of the VISA card) by the time stipulated by the Promoter, then the VISA prepaid card (or that part of the VISA prepaid card) will be forfeited.

18. If the Visa prepaid card is unavailable, the Promoter, in its discretion, reserves the right to substitute the Visa prepaid gift card with a reward to the equal value and/or specification.

19. 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 promotion.

20. 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: (a) any theft, unauthorised access or third party interference; (b) any claim 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; (c) any tax liability incurred by a Participant; or (d) taking/redemption of a VISA prepaid card.

21. The Promoter will use the information contained in the claim form to contact Participants if it has any queries regarding claims.

22. The Promoter reserves the right to verify all entries. Entries are void if illegible, forged, incomplete, indecipherable or tampered with in any way. No responsibility is accepted for late, lost or misdirected claims via the Internet. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant. Any cost associated with accessing the promotional website is the Participant's responsibility and is dependent on the Internet service provider used.

23. The Promoter reserves the right, at its sole discretion to disqualify any claimant who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. The Promoter reserves its rights to recover damages or other compensation from such an offender. 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.

24. To the extent permitted by law, the Promoter and its agents exclude liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any web site, or any unauthorised intervention, incorrect or insufficient supplied merchant identification parameters, or any combination thereof, which cause injury or damage to the Participant's or any other person's computer related to, or resulting from, participation or attempted participation in this promotion.

25. If for any reason this VISA prepaid card promotion is not capable of running as planned including: infection by computer virus, bugs, tampering, requirement of a regulatory body, unauthorised intervention, fraud, technical failures, incorrect or insufficient supplied merchant identification parameters, or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration security, fairness integrity or proper conduct of this redemption, the Promoter reserves the right in its sole discretion to the extent permitted by law, to cancel, terminate, modify or suspend this promotion and/or to disqualify a Participant.

26. The Promoter collects personal information about Participants for the purpose of including Participants in the promotion. Unless otherwise notified by the Participant to the Promoter in writing, in providing their personal details, each Participant agrees to the Promoter using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to the Promoter disclosing such information to third parties, including but not limited to its agencies, contractors and service providers, for this purpose. If any information requested is not provided, the purchaser may not participate in this promotion. All personal details of Participants will be stored in a database at the office of the Promoter or its agencies. The Promoter will not disclose personal information collected via this promotion overseas. The Promoter is committed to the protection of personal information. A request to access, update or correct any information should be directed to the Promoter in accordance with the Promoter's Privacy Policy. The Privacy Policy also contains details about how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained online at [www.rinnai.com.au](http://www.rinnai.com.au)