DAIKIN AIR CONDITIONING NEW ZEALAND CONSUMER PUMP UP YOUR PIGGYBANK PROMOTION 2024 TERMS AND CONDITIONS

Information on how to enter the Daikin Air Conditioning New Zealand Pump Up Your Piggybank("**Promotion**") forms part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of the following Terms and Conditions.

1) General

- a) The promoter is Daikin Air Conditioning New Zealand (NZBN 9429042398875) of 8 Crooks Road, East Tamaki, Auckland, 2013 ("Promoter"). The Promoter is giving consumers the chance to win back the cost of their heat pump including installation, up to the value of \$2000. There are five prizes to be won.
- b) The Promotion will be conducted in New Zealand.
- c) By participating in this Promotion, each entrant accepts these Terms and Conditions and agrees to receive correspondence from the Promoter relating to the Promotion.
- d) In these Terms and Conditions, the following terms have the following meanings:

"Eligible Claimant" means the individual consumer who has purchased and installed a Product within the Purchase and Installation Period and made a valid entry within the Entry Period.

"Entry Period" means 00:01 NZST 23 July 2024 to 23:59 NZST 10 September 2024. No additional entries will be accepted after this date under any circumstances.

"Participating Dealer/Installer" means any authorised dealer or installer who can supply and install Daikin Products in New Zealand. The Participating Dealer/Installer needs to have a registered account with the Promoter. Purchase and Installation of a Daikin Product from a non-registered installer or wholesaler store is not eligible.

"Prize" means one of five rewards to the value of \$2000 available to the Eligible Claimant to win for the purchase and installation of a Product within the Purchase and Installation Period and entry within the Entry Period.

"Product(s)" means a Daikin Air Conditioning New Zealand heat pump(s).

"Purchase and Installation Period" means 00:01 NZST 22 July 2024 to 23:59 NZST 3 September 2024 inclusive. The Promoter reserves the right to extend the Purchase Period in its absolute discretion.

- e) Any Products sold and/or installed outside of the Purchase and Installation Period are not eligible for an entry to the Promotion. Any entries received after the Entry Period will be invalid.
- 2) The Promotion is only open to New Zealand residents aged 18 years or older who:
 - i) Have purchased and installed a Product within the Purchase and Installation Period for their residential address;
 - ii) Have lodged an entry using the online entry form only within the Entry Period;
 - iii) Have all required documentation required to submit the entry; and
 - iv) Have met all other entry requirements as set out in these Terms and Conditions.
- 3) Employees and immediate families of the Promoter and its agencies including participating dealers and installers associated with this Promotion are ineligible to enter. "Immediate family" means any of the following: spouse, ex-spouse, defacto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin. Purchases by, for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers/resellers and their immediate family, churches, not-for-profit organisations, sporting clubs and donations are not eligible. The purchaser is considered as the payer for the Product and installation as shown on the submitted tax invoice.
- 4) Purchases made through the Energy Efficiency and Conservation Authority (EECA) Warmer Kiwi Homes Insulation Grant Programme are excluded from this Promotion.
- 5) Purchases must only be for domestic and residential use. Non-residential applications are excluded.
- 6) This Promotion is subject to stock availability of the Products.
- 7) The Promoter is not responsible for any delays in product delivery or installations from Participating Dealers/Installers. It is the responsibility of an entrant to ensure that they allow ample time when purchasing a Product to ensure they do not miss any of the specified deadlines in these Terms and Conditions, and check eligibility before purchase. The Promoter will make all necessary efforts to ensure stock availability for the duration of the Promotion and any exceptions will be at the sole discretion of the Promoter.
- 8) The Promoter is not responsible for any incorrect values promised to an entrant by third parties who have listed a reward value outside of these Terms and Conditions.
- 9) A single entry can be made for each Product purchased and installed in a single residential address.
- 10)Only the end consumer who has purchased and installed a Product is eligible to enter the Promotion.

- 11) Entries must be submitted by fully completing and submitting the entry form online at enter.daikin.co.nz. The Promoter will not accept entry forms submitted via any other medium.
- 12) The Promoter is not responsible if the Eligible Claimant's mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
- 13) As part of the entry form, the Eligible Claimant must:
 - Supply all details requested by the Promoter, including but not limited to their first name, surname, contact phone number, street address, confirmation that aged 18 or over, and email address.
 - ii) Supply the indoor and outdoor model and serial number of the Product.
 - Supply a copy of the tax invoice which clearly shows the following: Participating Dealer/Installer, Eligible Claimant's full personal name, the residential installation address, the model and serial number of the Product purchased and the date of purchase and installation.
- 14) Information that entrants provide in the entry form will be collected and used for the purposes of conducting this promotion. By entering this promotion, an entrant consents to the use of their information as described above. The Promoter will collect, use and hold the information in accordance with its legal obligations, including under the Privacy Act 2020. An entrant has the right to access their personal information and request correction of any errors in accordance with the Privacy Act 2020 by contacting our Privacy Officer at privacy@daikin.co.nz.
- 15) It is the responsibility of the Eligible Claimant to ensure that all entry forms are complete, accurate and submitted in full. The Promoter is not responsible nor liable for any entries not received within the Entry Period. No responsibility will be taken for lost, late or misdirected entry forms. 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.
- 16) All documents including the tax invoice will be verified by the Promoter. Any documents that cannot be opened, are illegible, or are only partial documents will not be verified. All Eligible Claimants will be given the opportunity to resubmit these documents.
- 17) 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.
- 18) If the Eligible Claimant does not respond within the given timeframe, then the entry will be deemed invalid and will not be entered into the Prize draw.
- 19) If the Eligible Claimant is unsure if their entry 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 Entry Period.
- 20) The Promoter reserves the right, at any time, to verify the validity of the entries 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion.

- 21) The Promoter will not be responsible for any reward which is lost, late or misdirected including by reason of the misstatement of details provided in the entry form forming part of the entry or the failure of the Eligible Claimant to notify the Promoter of a change in the Eligible Claimant's details. The Promoter takes no responsibility for Eligible Claimants being uncontactable because of inaccurate or incomplete details.
- 22) Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Claimant.
- 23) All eligible entries will go into a prize draw that will be drawn by the Promoter on 12 September 2024.
- 24) The Prize winners will be phoned within 5 working days of the prize draw. If the winner cannot be contacted via phone, they will be emailed.
- 25) The Prize will be forfeited if the Prize winner fails to validly claim the Prize within 5 days of first contact from the Promoter, and the draw will be redrawn until a winner is found.
- 26) The Prize will be deposited into the winner(s) bank account within 10 working days from the date the Promoter receives the winner's bank account number.
- 27) It is the winner's responsibility to ensure that all details provided for the payment of the Prize are correct.
- 28) The winner is responsible for ensuring and checking the accuracy of the bank details provided and the Promoter is not responsible for any errors that are a result of the winner providing the incorrect details.
- 29) The Promoter will not be responsible for banking institutions rejecting an EFT payment, or any costs associated with locating any lost Prizes. Not providing bank details by the date requested by Promoter may result in payments being delayed.
- 30) The Promoter is not responsible for any payments that have been successfully transferred into an incorrect nominated bank account. In these cases, there will be no further payments made.
- 31)The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding with every person who enters the Promotion. No correspondence will be entered into with respect to the decision.
- 32) 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 Consumer Guarantees Act 1993, as well as any other implied warranties or similar consumer protection laws in New Zealand.

All customer enquiries, including assistance in completing the Entry Form, are to be directed to 0800 20 90 10 or marketingnz@daikin.co.nz