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'Get Ready for 2020- Finke Desert Race' PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the offer(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offers not valid in conjunction with any other offer, unless stipulated otherwise.
2. Only open to Queensland residents with a valid ABN. Employees and their immediate families) of the Promoter and agencies associated with this promotion are ineligible. "Immediate family" 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 1st cousin. This promotion consists of the offer as described below. In the case of the offer, the purchase of a Fujitsu Ducted or split Air Conditioning System must be purchased by a builder customer of Atkinsons Air for their own contracted works. Purchases by, for and in the name of domestic customers, businesses other than builders, commercial or residential developers/ developments and purchases by sub-contractors, installers/resellers and their immediate family, churches, not-for-profit organisations, sporting clubs and donations are ineligible. The purchaser is considered as the payer for the Eligible Products as shown on the submitted proof of payment document.
3. To be eligible to receive 'The Offer', the customer must purchase a Fujitsu Air Conditioning System, during the Promotional Purchase Period. Purchase is defined as fully paid for with zero balance owing. Receipts / tax invoices showing an amount outstanding will be rejected. Claimant must provide a finalised merchant tax invoice
4. Promotion commences 9:00am AEDST on 01/06/2019 and ends at 5:00pm EDST on 31/03/2020 ("Promotional Purchase Period"). #Offer '2020 Finke Desert Race Experience for 2'. Offer includes:
 - Return economy airfares between Brisbane Domestic Airport and Alice Springs Airport
 - Private transfers between airport and accommodation
 - 4 nights accommodation at 'Lasseters Hotel Casino' Alice Springs, including Breakfast
 - Private transfers between accommodation and 'Finke Desert Race' venue, on attendance days
 - Lunch provided at 'Finke Desert Race' venue, on attendance days
 - Live refuelling experience at 80km mark on one Race Day
5. To claim 'The Offer', the customer must, before 5:00pm AEDST on 31/03/2020, visit:
 - (a) www.atkinsonsair.com.au
 - (b) Follow the prompts to the competition registration page;
 - (c) Input all requested information, including but not limited to, personal details, the model number and serial number of the eligible product purchased, and valid (paid in full) invoice number issued by Atkinsons Air as their proof of purchase.
6. 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 warranty claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

7. Incomplete, indecipherable, or illegible warranty claims will be deemed invalid.
8. The Promoter's decision is final, and no correspondence will be entered into.
9. If for any reason a/the claimant does not take up the offer (or an element of the offer) by the time stipulated by the Promoter, then the offer (or that element of the offer) will be forfeited.
10. If any offer is unavailable, the Promoter, in its discretion, reserves the right to substitute the offer with an offer to the equal value and/or specification.
11. All offers are not transferable or exchangeable and cannot be taken as cash. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend terminate or cancel the promotion, as appropriate.
12. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
13. 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.
14. 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 technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any tax liability incurred by a claimant; or (e) any finance provided.
15. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at [www .fujitsugeneral.com.au/help-centre/privacy-policy](http://www.fujitsugeneral.com.au/help-centre/privacy-policy) . In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
16. The Promoter is:

Atkinsons Airconditioning Pty Limited, 2/41 Dacmar Rd, Coolum Beach QLD 4573;
ACN 26 1228 758 314