

MITSUBISHI HEAVY INDUSTRIES AIR-CONDITIONERS AUSTRALIA, PTY. LTD.

HAVE IT AT HOME WITH 50 MONTHS INTEREST FREE

CONSUMER TERMS AND CONDITIONS

Information on how to claim and the offer form part of these terms and conditions. By participating in the "Have it at home with 50 months Interest Free **with Equal Monthly Repayments**" offer, you are agreeing to the following terms and conditions.

1. General

- (a) The Promoter is Mitsubishi Heavy Industries Air-Conditioners Australia, Pty. Ltd. (ABN 92 133 980 275) of Block E, 391 Park Road, Regents Park NSW 2143.
- (b) Credit is provided by FlexiCards Australia Pty Ltd (ABN 31 099 651 877). Australian Credit Licence number 247415. FlexiCards Australia is a subsidiary of FlexiGroup Limited.
- (c) The Accredited Dealer is Bayside Comfort Solutions (ABN 25 159 853 853) of Factory 1/3 Elite Way, Mornington, VIC, 3931.
- (d) The promotion will be conducted in all Australian States and Territories.
- (e) By participating in this promotion, the Approved Applicant accepts these Terms and Conditions and agrees to receive correspondence from the Promoter, Accredited Dealer and Credit Provider. The applicant acknowledges that the Promoter or Accredited Dealer may disclose your personal information to the Credit Provider for the purpose of conducting this offer.
- (f) In these Terms and Conditions, the following terms have the following meanings:

"Eligible Product(s)" means the Mitsubishi Heavy Industries Air-Conditioners Australia products listed in the schedule. Only indoor and outdoor unit combinations as stated in the Schedule are eligible.

"Purchase Period" means the period between **8am AEST 1 July 2020 to 5pm AEST 31 August 2020.**

"Final Installation Date" means **5pm AEST 30 September 2020.**

"Credit Provider" means the Financial Institute where the Credit will be provided from. Credit is provided by FlexiCards Australia Pty Ltd.

"Accredited Dealer" means the above listed MHIAA Dealer who has been accredited by the Credit provider and set up as a SKYE retail partner.

"Eligible Transaction" means a sale of an Eligible Product(s) through the Credit Provider, within the Purchase Period for 50 Months Interest Free **with Equal Monthly Repayments.**

"Approved Applicant" means the end user (consumer) who has purchased an Eligible Product through the Credit Provider.

For the removal of doubt, AEST or AEDT as specified in the definitions above applies to **all** participants regardless of their city of residence. Local time zones are not relevant. Any Eligible Products sold or installed outside of the Purchase Period and Final Installation Date are not eligible under the promotion. Any claims received after the Final Claim Date will be invalid.

2. Eligibility

- (a) The promotion is only open to Australian residents aged 18 years or older who meet the entry requirement details in these terms excluding:
 - (i) management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the Promotion
 - (ii) the immediate family of any persons listed in clause (a)(i), which means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- (b) The Eligible Product must be purchased in the Approved Applicants name for their own domestic residence and excludes non-residential application.
- (c) Purchases by, for and in the name of trusts, companies and business, commercial or residential developers/development and purchases by builders, 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 of the Eligible Products as shown on the proof of payment document (Tax Invoice).

3. Promotional Offer

- (a) For Eligible Transactions made through the Accredited Dealer and Credit Provider within the Purchase Period, the Promoter is offering you 50 Months 0% Interest Free **with Equal Monthly Repayments**.
- (b) All Eligible Transactions must be purchased within the Purchase Period and installed no later than **5pm AEST 30 September 2020** (Final Installation Date).
- (c) The Eligible Transaction must be purchased from the Accredited Dealer and the Finance provided by the Credit Provider only. Any purchases that are Financed by alternate Financial Providers other than the Credit Provider will not be accepted.
- (d) The application for Finance must occur at the time of the purchase and be within the Purchase Period.
- (e) A purchase is defined as fully paid for with a zero-balance owing. For the purpose of this promotion any Eligible Product purchased through the "Have it at Home with 50 Months Interest Free" offer will be considered paid in full upon settlement with the Credit Provider.
- (f) **The offer is only available at SKYE retail partners.**
- (g) This offer is not available in conjunction with any other offers unless otherwise specified by the Promoter.

4. Accessing the Interest Free Offer

- (a) To access the 50 Months Interest Free **with Equal Monthly Repayments** Offer the Applicant must:
- (i) Purchase an eligible Mitsubishi Heavy Industries Air-Conditioner listed in the Schedule through the Accredited Dealer.
 - (ii) Submit an Application for Finance through the Credit Provider and be approved by the Credit Provider.
 - (iii) Have the eligible unit installed no later than 5pm AEST 30 September 2020 (Final Installation Date)
- (b) Eligible Units must be for residential properties and purchases only.

5. Approved Applicants (End Consumers)

- (a) The Offer of no deposit and 0% interest on 50 Months Interest Free **with Equal Monthly Repayments** is for Approved Applicants only. Fees, terms and conditions and a minimum finance amount \$1700 apply, including the \$99 Annual Fee charged at the time the first debit is charged to your SKYE Account and annually on the anniversary of that date. When you have met the Interest Free Criteria, the Annual Fee must be paid in full within the Interest Free Period or it will attract interest. If you do not meet the Interest Free Criteria the Annual Fee will attract interest from the date the Annual Fee is debited to your Skye Account. Minimum monthly repayment required. Total amount payable by 50 equal monthly instalments. Total financed amount payable by equal monthly instalments cannot exceed 80% of your total credit limit. If you fail to pay a fixed monthly instalment, interest, (charged at the Expired Promotional Rate – currently 25.99%) is payable on the missed Instalment Repayment. See skyecard.com.au for current interest rates. Only available at Skye retail partners. Credit provided by FlexiCards Australia Pty Ltd ABN 31 099 651 877 Australian Credit Licence number 247415. FlexiCards Australia is a subsidiary of FlexiGroup Limited.

6. Promoter Rights

- (a) The Promoter, Accredited Dealer and Credit Provider reserve the right, at any time, to verify the validity of applications and applicants (including an applicant's identity, age and place of residence), and reserves the right, in its sole discretion to disqualify any entry that is not in accordance with these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize 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.
- (b) The Promoter's decision is final, and no correspondence will be entered into.
- (c) 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:
- (i) to disqualify any claimant;
 - (ii) to modify, suspend, terminate or cancel the promotion, as appropriate.

- (d) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Program on the dates and in the manner described in these terms and conditions, including but not limited to state of emergency, pandemic, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to state government legislation.
- (e) 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**").
- (f) 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 the Promotion, including but not limited to the following:
- (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third-party interference;
 - (iii) any application that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or Credit Provider) due to any reason beyond the reasonable control of the Promoter;
 - (iv) any tax liability incurred; or
- (g) The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Promotion. Participation in the Promotion is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at:
<https://mhiaa.com.au/privacy-policy-terms-of-use/>
Entrants should direct any request to access, update, correct information or opt out to the Promoter.

SCHEDULE

Product Series	SET Model No	Indoor Unit Model No	Outdoor Unit Model No
DUCTED SYSTEMS			
FDUA series	FDUA71AVNXAVF	FDUA71VF	FDCA71VNXA
	FDUA100AVNVF2	FDUA100VF2	FDCA100VN
	FDUA125AVNXVF	FDUA125VF	FDCA125VNX
	FDUA125VSXVF	FDUA125VF	FDC125VSX
	FDUA140AVNXVF	FDUA140VF	FDCA140VNX
	FDUA140AVSXVF	FDUA140VF	FDCA140VSX
	FDUA160AVASVF	FDUA160VF	FDCA160VSA
	FDUA200AVSAVG	FDUA200VG	FDCA200VSA
KX Ducted Systems			
1:1 KX Combination Ducted	FDU90KXE6F/FDC112KXEN6-Set	FDU90KXE6F	FDC112KXEN6
	FDU112KXE6F/FDC112KXEN6-Set	FDU112KXE6F	FDC112KXEN6
	FDU140KXE6F/FDC140KXEN6-Set	FDU140KXE6F	FDC140KXEN6
	FDU160KXE6F/FDC140KXEN6-Set	FDU160KXE6F	FDC140KXEN6
	FDU160KXE6F/FDC155KXEN6-Set	FDU160KXE6F	FDC155KXEN6
	FDU140KXE6F/FDC140KXES6-Set	FDU140KXE6F	FDC140KXES6
	FDU160KXE6F/FDC140KXES6-Set	FDU160KXE6F	FDC140KXES6
	FDU160KXE6F/FDC155KXES6-Set	FDU160KXE6F	FDC155KXES6
	FDU224KXZE1/FDC224KXZPE1-Set	FDU224KXZE1	FDC224KXZPE1
	FDU280KXZE1/FDC280KXZPE1-Set	FDU280KXZE1	FDC280KXZPE1