

NEWAGE AIR CASHBACK OFFER

TERMS & CONDITIONS

1. This document sets out the Terms and Conditions for participation in the "NewAge Air Conditioning cashback Offer" (Redemption Offer).
2. The Promoter is NewAge Air Pty Ltd of 186 Parry Street, Newcastle West NSW 2302.
3. The Promotion commences 9.00am AEDT on 1st August 2021 and ends at 11.59pm AEST on 31st October 2021 (Offer Period). The deposit must be made by 31st October 2021, and installation and full payment completed by 30th November 2021.
4. This promotion is for a reduction of the total invoice cost by way of redemption by each Eligible Claimant who purchases a Eligible Product from a Recognised Stockist during the Offer Period and submits.

Definitions

5. The following definitions apply for the purposes of these Terms and Conditions:

Claim Period means the period during which a Claim Form can be submitted by an Eligible Claimant to participate in this Promotion meaning the period from 9.00am AEDT on 15 th April 2021 and ending at 11:59 pm AEDT on 7 th October 2021.

Eligible Claimant means a person who meets all the requirements of clause 8.

Eligible Product means a single air conditioner unit from the Mitsubishi Electric Air Conditioner models listed in the table below:

Valid Split System Air Conditioners (comprised of an internal and external unit) will be processed as a single system only. Please supply the model and serial number details for the internal unit only maximum of three (3) units only, the external unit cannot be claimed as an additional or separate system.

	\$100	\$150	\$200	\$400
MSZ-LN	MSZ-LN25KIT			
	MSZ-LN35KIT			
	MSZ-LN50KIT			
	MSZ-LN60KIT			
MSZ-EF	MSZ-EF25B/W/SKIT			
	MSZ-EF35B/W/SKIT			
	MSZ-EF42B/W/SKIT			
	MSZ-EF50B/W/SKIT			
MSZ-AP	MSZ-AP20KIT			
	MSZ-AP25KIT			
	MSZ-AP35KIT			
	MSZ-AP42KIT	MSZ-AP71KIT	MSZ-AP80KIT	
	MSZ-AP50KIT			
	MSZ-AP60KIT			

MSZ-AS			MSZ-AS90KIT	
MSY-GN (Cooling Only)	MSY-GN25KIT	MSY-GN71KIT	MSY-GN80KIT	
	MSY-GN35KIT			
	MSY-GN42KIT			
	MSY-GN50KIT			
	MSY-GN60KIT			
MFZ-KW	MFZ-KW25KIT			
	MFZ-KW35KIT			
	MFZ-KW42KIT			
	MFZ-KW50KIT			
	MFZ-KW60KIT			
PEA-M			PEA-M100 GAAV...KIT/GAAY...KIT HAAV...KIT/HAAY...KIT	
			PEA-M125 GAAV...KIT/GAAY...KIT HAAV...KIT/HAAY...KIT	
				PEA-M140 GAAV...KIT/GAAY...KIT HAAV...KIT/HAAY...KIT

Purchase means purchase of an Eligible Product:

- I. for use in a residential home application;
- II. with payment in full being made during the Offer Period,
- III. from a Recognised Stockist; and
- IV. limited to a maximum of 3 Eligible Products per household.

NewAge Air, at its sole discretion, may choose to extend the Redemption Offer to a greater number of Gift Cards, but excluding (i) purchases made by any entity with an Australian Business Number; (ii) purchases as part of commercial or business transactions or for residential development projects or commercial or industrial works; (iii) purchases via an auction or online bidding website; (iv) purchases of second hand products; (v) 'C grade' or 'seconds' products, and (vi) refurbished or demonstration products.

6. Participation in this Redemption Offer is deemed acceptance of these Terms and Conditions. The Redemption Offer is not valid in conjunction with any other offer from NewAge.

7. NewAge Air reserves the right to vary or amend these Terms and Conditions or to extend or cancel the Redemption Offer at any time.

Eligibility and Claims

8. The Redemption Offer is only open to an Australian resident, with an Australian residential street address who:

- a. is 18 years old or over;
- b. is not a company, business or organisation of any description;
- c. purchases an Eligible Product during the Offer Period from NewAge Airt;
- d. submits a valid Claim for the Redemption Offer within the Claim Period by contacting NewAge Air via phone or email and supplying all the required details;

e. is not otherwise ineligible to participate in the Redemption Offer as set out in these Terms and Conditions and in particular clause 10.

9. Employees or contractors of NewAge Air and agencies associated with the Redemption Offer (and their immediate family members) are ineligible to enter the Redemption Offer. Immediate family members mean 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.

Claim Validity

10. Subject to clause 8, all Eligible Claimants who successfully complete and submit a valid claim will receive the respective reduction amount stated in the table set out in the definition of Eligible Product.

12. Incomplete, indecipherable or fraudulent claims will be deemed invalid. It is the Eligible Claimant's responsibility to ensure that their contact details are correct and that the uploaded pictures are clear.

13. If any of the details that the Eligible Claimant provides in the Claim Form do not match the proof of purchase documentation uploaded and received by the Promoter, the Claim will be deemed invalid.

14. The Promoter reserves the right to verify any Redemption Offer claims and reject, in its absolute discretion, Redemption Offer claims that do not meet these Terms and Conditions.

15. The Promoter will validate the serial number and the tax invoice submitted by the claimant and will inform the claimant by email if any invalid information has been received. The claimant will have Fourteen (14) days from the date of the email to provide the valid information as applicable through the Claim Form promotion page. The Promoter in its absolute discretion may invalidate any claim if the claimant fails to provide the further requested information from the Promoter by the final date for submission of 7 October 2021.

Delivery

16. It is the Eligible Claimant's responsibility to ensure that all the details provided to NewAge Air for the Redemption Offer are accurate. In particular, it is the responsibility of the Eligible Claimant to provide correct and up to date address details to NewAge Air.

17. The Eligible Claimant is responsible for any costs associated with making a claim to NewAge Air. The Promoter makes no guarantee that its website will be available and will not be held responsible for interruption of service that may interfere with the Eligible Claimant's ability to participate in the Redemption Offer.

General

18. To the fullest extent permitted by law, NewAge Air and all their agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the Redemption Offer including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these Terms and Conditions is

intended to exclude, restrict or modify a person's rights under the Competition and Consumer Act 2010 (Cth).

19. If, in the opinion of NewAge Air, the Redemption Offer is not capable of being conducted as reasonably anticipated for any reason, including but not limited to interference from an Eligible Claimant or other parties, technical difficulties, acts of God, or fraud, the Promoter reserves the right, in its sole discretion and to the fullest extent permitted by law to either disqualify an Eligible Claimant, or modify, suspend, terminate or cancel the Redemption Offer as considered appropriate by NewAge Air.

20. NewAge Air collects personal information in order to conduct this Redemption Offer and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. The Promoter may, for an indefinite period, unless otherwise advised, use the information of Eligible Claimants for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning Eligible Claimants.

21. Other than set out in clause 25 above, NewAge Air will use the personal information of Eligible Claimants in accordance with its privacy policy.

22. These Terms and Conditions are to be interpreted in accordance with the laws of the State of New South Wales and all parties submit to the non-exclusive jurisdiction of the Courts of that State.