

## Terms and Conditions

1. The 'Three For Free' promotion runs from 1st March 2018 to 28th February 2019.
2. The promoter is Temperzone Limited.
3. For every 12 qualifying Hitachi heat pumps purchased by a single business over the promotional period the account holder will receive a free Hitachi heat pump.
4. A maximum number of 3 heat pumps will be rewarded over the promotional period.
5. This promotion is open to Temperzone account holders (some exclusions and inclusions apply - see condition number 20 below).
6. This promotion is not available to the end consumer of Hitachi heat pump product.
7. For the purpose of this promotion, multiple accounts linked to a single business will be summed together as a single entry into this promotion. This business will receive no more than the maximum reward allocation of 3 heat pumps.
8. The nominated heat pump reward is a **RAS/RAC-E35YHA** (Previously a RAS/RAC-35YHA6. In the case that this model is not available or the heat pump range changes, Temperzone Ltd, in its discretion, reserves the right to substitute the reward with a reward equal to the value and/or specification.
9. Unless otherwise specified, rewards are not exchangeable or transferable and cannot be redeemed for cash.
10. Purchases of qualifying Hitachi heat pumps by Temperzone account holders will be automatically monitored and any rewards will be issued as reward qualification is met.
11. Rewarded heat pumps will be delivered in the following month after a reward qualification is met. Rewards are processed and delivered on a preset date once a month, the date of reward delivery is set to this date and can not be altered.
12. Account status must be current and not overdue. If overdue, rewards will be withheld until the account is current.
13. Only purchased units will qualify for this promotion. Any returned units will be excluded. Purchased units where a replacement is provided will still only count as a single purchased unit. Units received as a reward through this promotion do not count as a purchased unit towards this promotion.
14. The following Hitachi heat pump indoor and outdoor combinations qualify as a purchased unit eligible for entry into this promotion:  
**RAS/RAC-25YHA5, RAS/RAC-E25YHA, RAS/RAC-S25YHA, RAS/RAC-35YHA6, RAS/RAC-E35YHA, RAS/RAC-S35YHA, RAS/RAC-50YHA4, RAS/RAC-E50YHA, RAS/RAC-S50YHA, RAS/RAC-60YHA4, RAS/RAC-E60YHA, RAS/RAC-S60YHA, RAS/RAC-70YHA4, RAS/RAC-E70YHA, RAS/RAC-S70YHA, RAS/RAC-80YHA4, RAS/RAC-E80YHA, RAS/RAC-S80YHA, RAF/RAC-35NXA1, RAF/RAC-50NXA1.**
15. Temperzone reserves the right to update this list by replacing or adding new heat pumps during the course of the promotion.
16. For Temperzone account holders, in the case where purchased units, which counted towards a reward, are returned after a reward has been issued, the reward will be invoiced to the account holder at their buy price, unless other arrangements are agreed to by Temperzone.
17. 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 Temperzone, Temperzone reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the promotion to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
18. Temperzone reserves the right to verify and validate qualification of rewards. If any participant is found to be abusing this promotion, Temperzone has the right to terminate their reward rights immediately. Should any dispute arise, the decision of Temperzone is final. Failure by Temperzone to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Temperzone's decision is final and no other correspondence will be entered into. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Temperzone Ltd (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:
  - Any technical difficulties or equipment malfunction (whether or not under the Promoter's control).
  - Any theft, unauthorised access or third party interference.
  - Any tax liability incurred.
  - Any loss or damage which is or may be suffered or sustained as a direct or indirect result of a participant receiving a reward, or using or permitting any other person to use the reward in any way.
20. This promotion is not available to Temperzone account holders who are Wholesalers or Retailers. However, access to this promotion is available to their trade account holding customers. See the below detail for terms and conditions, and how to participate in this promotion.

### The following terms and conditions apply to Wholesaler and Retailer trade account customers (not temperzone account holders):

- a. Wholesale and Retailer trade account customers must register their purchases and entry into this promotion through the online form at [www.threeforfree.co.nz](http://www.threeforfree.co.nz) by entering and submitting the required details outlined below.
 

**Purchase entry details must be entered using the online form at [www.threeforfree.co.nz](http://www.threeforfree.co.nz) and must include the following:**

  - Business name
  - Business owner's name
  - Contact email
  - **Attached invoice from the wholesaler to the account holder**
  - **Hitachi heat pump outdoor unit serial number**
  - Contact phone number
  - Physical business delivery address
- b. Once a business has registered their entry with temperzone the same standard terms and conditions will apply as the above (terms 1-20), along with the following (terms a-l). Agreement to all promotional terms and conditions is required before entry into this promotion is permitted.
- c. Temperzone will manage the distribution of any rewards directly to the registered business address.
- d. All entries must be received and validated by close of business 29th March 2019. Any entries received or not validated after this date will be deemed invalid and ineligible to count towards a reward.
- e. Proof of purchase invoice documentation must be from an authorized Hitachi Wholesaler or Retailer, and contain: the account holding business name; the qualifying purchased Hitachi heat pump; and be dated within the dates of the promotion - 1st March 2018 to 28th February 2019.
- f. Outdoor unit serial numbers can only be claimed against once. Entrants will be required to provide further evidence of their claim to a serial number if any disputes arise or there are multiple claims to a serial number. Temperzone reserves the right to deny entry of serial numbers which cannot be satisfactorily verified or are found to be falsified in any way.
- g. If a qualifying heat pump, entered into this promotion, is returned to the wholesaler after purchase, this unit will not count towards a reward for that entrant.
- h. If a reward is received by an entrant, and that entrant is found to be in breach of those terms and conditions which pertain to the requirements of qualifying for a reward, the entrant will be charged by temperzone at trade price for the rewarded heat pump.
- i. Entries will be checked to confirm they contain all requirements for a valid entry. Temperzone reserves the right to verify the validity of entries, claims to rewards and entrants and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable or non-compliant with these terms and conditions is invalid and will not be accepted. Failure by Temperzone to enforce any of its rights at any stage does not constitute a waiver of those rights.
- j. Temperzone will not be responsible for invalid entries. Ensuring the validity of entries will be the sole responsibility of the entrant. In the case of an invalid entry, in good faith and under no obligation, temperzone, if possible, will inform entrants, by email, as to why. Entrants, if possible and at their own discretion, have the responsibility of validating their entry.
- k. Temperzone Ltd will not be responsible for any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Temperzone Ltd) due to any reason beyond the reasonable control of Temperzone Ltd.
- l. 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. Entry is conditional on providing this information. This information may be shared with the corresponding temperzone account holding wholesaler with which the qualifying heat pump was purchased.