

This Agreement is made between Downs Services Group Pty Ltd ABN 59 637 277 715 trading as Innovate Air and the persons described herein as the Eligible Participant on the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions, unless the context otherwise requires:

- (a) **"Eligible Participants"** means residents of Australia over the age of 18 years who enters this competition in accordance with these Terms and Conditions.
- (b) **"Promoter"** means **Downs Services Group Pty Ltd ABN 59 637 637 277 715 trading as Innovate Air** and any queries relating to submitting claims should be made in writing via email to: info@innovateair.com.au.
- (c) **"Promotional Period"** means from 1 July 2022 to 31 July 2022 (inclusive).
- (d) **"Standard Back-to-Back Install"** is an installation at a residential premises that includes 3meters of Refrigerant Pipe, 15meters of Electrical Cabling, Single Storey Dwelling, Pitched Roof, Indoor Unit must be installed on the same external wall as the Outdoor Unit, Mounting of the Outdoor Unit on a suitable existing hard surface, includes 1 circuit breaker, includes 1 isolation switch and electrical from the switchboard. Standard Back-to-Back does not include decommissioning and removal of existing air conditioning unit, mounting of Outdoor Unit on a wall bracket or poly slab base, premises having double brick or concrete walls, asbestos on Property, Side Exit, installation of peak smart meter, double storey home or unit/townhouse in Strata Title Management, additional electrical including upgrading of switchboard travel outside 15km of 4/44 Jones Street Harlaxton.
- (e) **"The Prize"** is the supply of an ActronAir Serene Series 2 Highwall Split System either (WRE/WRC-026CS or WRE/WRC-035CS) (AC) and installation of the AC to the value of a Standard Back-to-Back Install and within 15km of 4/44 Jones Street Harlaxton Qld 4350.
- (f) **"Terms"** means July Promotion Terms and Conditions.

1.2 Instructions and information on how to enter the July Promotion form part of these Terms.

1.3 Participation in this promotion is deemed acceptance of these Terms.

1.4 To be an Eligible Participant the entrant must either:

- (a) like the 'Competition Time' Post on Facebook, follow the Innovate Air Facebook Page and tag a friend in the comments of that post on Facebook.
- (b) like the 'Competition Time' Post on Instagram, follow the Innovate Air Instagram Page and tag a friend in the comments of that post on Instagram.
- (c) Subscribe to the Promoter's newsletter at www.innovateair.com.au

1.5 The entry will receive a valid entry for each Facebook, Instagram and signing up to the Promoter's newsletter via www.innovateair.com.au entry. For clarity each Eligible Participant can receive up to 3 valid entries. The Promoter reserves the right to request the claimant's present proof of purchase in the form of a purchase of receipt for all claims for cash back claim validation.

1.6 Winners are drawn on 5th August 2022 and announced on the Innovate Air Facebook and Social Media pages.

1.7 The Prize must be installed by 15 September 2022 otherwise the Prize is forfeited.

1.8 If there is a dispute as to the identity of a claimant, the Promoter reserves the right in its sole discretion, to determine the identity of the claimant.

1.9 The Prize is not transferable or exchangeable and cannot be redeemed as cash.

1.10 The promotion is not valid in conjunction with any other offer, discount or promotional coupon.

1.11 All taxes, fees, charges and surcharges applicable to the Prize, including costs not included in the Standard Back-to-Back Install is not covered by the Prize. These charges must be paid at the time of the installation in accordance with the Standard Back-to-Back Installation Terms and Conditions. These can be viewed on our website at www.innovateair.com.au or upon request.

1.12 Nothing in these Terms restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

1.13 The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age, place or residence at the nominated Prize address) and to disqualify any claimant who the Promoter reasonably believes has submitted an entry that is not in accordance with these Terms or who tampers with the entry process in any way. 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.

1.14 Incomplete, ineligible, indecipherable, late or illegible entry's will be deemed invalid. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected claims, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telecommunications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestions, technical

malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

1.15 The Promoter accepts no responsibility for any tax implications that may arise from the receipt of The Prize. Independent financial advice should be sought.

1.16 Any costs associated with participating in this promotion (including registering online and submitting a claim) are the claimants' responsibility.

1.17 If for any reason beyond the reasonable control of the Promoter any aspect of this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated (including, but not limited, to by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition) the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; (b) invalidate any claims; or (c) to modify, suspend, terminate or cancel the cash back offer, as appropriate.

1.18 The Promoter reserves the right, at its sole discretion to disqualify anyone who the Promoter has reason to believe has breached any of the Terms or other Terms set out by the Promoter or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter reserves its rights to recover damages or other compensation from such an offender. 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.

1.19 Except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowance by law), the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 or cash back that is late, lost, latered, 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) participation in the Promotion.

1.20 The Promoter collects personal information about all participants, eligible and otherwise, for the purpose of including participants in the promotion. Unless otherwise notified by the participant to the Promoter in writing, in providing their personal details, each participant eligible or otherwise, agrees to the Promoter using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to the Promoter disclosing such information to third parties, including but not limited to its agencies, contractors and service providers, for this purpose. If any information requested is not provided, the purchase may not participate in this promotion. All personal details of participants will be stored in the Promoter or its agencies database. The Promoter will not disclose personal information collected via this promotion overseas. The Promoter is committed to the protection of personal information. A request to access, update or correct any information should be directed to the Promoter in accordance with the Promoter's Privacy Policy. The Privacy Policy also contains details about how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and those complaints will be dealt with.

1.21 Our Privacy Policy is available at <https://irp.cdn-website.com/35ddfa24/files/uploaded/Privacy%20%26%20Consent%20Policy%20SG%20%26%20M%20%26%20A%20Hayes.pdf>

1.22 Other Terms and Conditions Prize Winners must comply with all the normal terms and conditions connected with Innovate Air including but not limited our website www.innovateair.com.au and any terms and conditions imposed by the Promoter.