



# 'Free Google Home or Amazon Echo Smart Speaker Giveaway' Promotion Terms & 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 residents of Queensland and New South Wales, Australia only.

Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible.

"Agencies associated with this promotion" means any employee of Polyaire Pty Ltd, or any employee, owner, or contractor of any reseller or installer of Polyaire Pty Ltd's products.

"Immediate family" 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 1st cousin.

This promotion consists of eligible installations of an AirTouch Smart Air Conditioning Controller:

"AirTouch 2" <https://www.airtouch.net.au/airtouch/airtouch-2/>

or "AirTouch 3" <https://www.airtouch.net.au/airtouch/airtouch-3/>

receiving a choice of a free Google Home OR Amazon Echo "smart speaker".

All purchases of an above listed AirTouch model through a reseller of Polyaire Pty Ltd products are eligible to redeem a smart speaker. Limit of 1 smart speaker per customer, which can only be redeemed by and supplied to the end user of the AirTouch system.

This promotion runs from **9:00AM AEDST on 01/10/18** and ends **5:00PM AEDST on 31/12/18** (the "Promotional Period").

- 3** To be eligible to receive a smart speaker, the end user of the AirTouch system must purchase an AirTouch 2 or AirTouch 3 system during the promotional purchase period, and have the system installed by **5:00pm AEDST 31/01/2019**.

"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.

Individuals must retain their original proof of purchase and proof of payment documents (where applicable) for all warranty claims. To receive repair under warranty the purchase docket must be presented.

- 4** 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.

Polyaire Pty Ltd reserves the right to reject any request for redemption of this promotion.

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.

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.

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:

to disqualify any claimant;  
or modify, suspend, terminate or cancel the promotion,  
as appropriate.

Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.

- 5** 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.

## How to Claim

1. On or before 5:00pm AEDST on 28/02/2019, visit the AirTouch Free Smart Speaker Giveaway URL at [www.airtouch.net.au/summer2018](http://www.airtouch.net.au/summer2018)
2. Fill in all required data and upload a legible scan or photograph of proof of purchase, (i.e. a valid tax invoice, purchase receipt etc.) and proof of payment (i.e. a transaction receipt such as EFT receipt, bank statement, credit card slip showing purchase etc.) for the eligible AirTouch product purchased.
3. Use the drop down menu to choose to receive a free Google Home OR Amazon Echo smart speaker.
4. Click "Submit".

The smart speaker will be supplied by registered mail or courier to the address entered.

