

TERMS & CONDITIONS

- Promotion:**
BEAT THE HEAT WITH BRIVIS
- The Promoter:**
The "Promoter" is Rinnai Australia Pty Ltd (ABN: 74 005 138 769) 100 Atlantic Dr, Keysborough VIC 3173.
- Promotion Type:**
Cashback via Digital Prepaid Mastercard.
- Purchase Period:**
Purchase Period commences 9:00am AEST 1st October 2025.
Purchase Period concludes 11:59pm AEST 28th February 2026.
- Claim Period:**
Claim Period commences 9:00am AEST 1st October 2025.
Claim Period concludes 11:59pm AEST 31st March 2026.
- Participating Locations:**
Australian Capital Territory (ACT), New South Wales (NSW), South Australia (SA), Victoria (VIC), and Queensland (QLD).
- Participating Dealers:**
Participating Dealers are Dealers who are participating in the Promotion, who stock the Participating Products (defined below) and display advertising material for this Promotion during the Purchase Period. . Participating Dealers for each State/Territory include the following:

a) **ACT:**

DEALER ACCOUNT NAME - ACT	SUBURB / TOWN
COMPLETE HEAT & COOL P/L	CANBERRA
TIM MAITLAND ELECTRICAL	FORBES
CAPITAL AIR GROUP PTY LTD	FRASER
CLIMATE MASTER AUSTRALIA	FYSHWICK
LANDMARK AIR PTY LTD	FYSHWICK
THE ENERGY PEOPLE	FYSHWICK
THERMAL ACTIVE AIR CON & HEATING P/L	FYSHWICK
LEVEL ELECTRICAL & AIR FYSHWICK	FYSHWICK
HEATING & COOLING SERVICES FYSHWICK	FYSHWICK
AIRCONDITIONING & HEATING CENTRE	FYSHWICK
LEVEL ELECTRICAL & AIR FYSHWICK	FYSHWICK
NATURAL GAS & WATER PTY LTD	HALL

b) **NSW:**

DEALER ACCOUNT NAME - NSW	SUBURB / TOWN
BEN TREGEAR ELECTRICAL	COOTAMUNDRA
COWRA HOME REPAIR SERVICE	COWRA
CONNECTED ELECTRICAL & AIR CON INVERELL	INVERELL
SAPPHIRE CITY SOLAR & ELECTRICAL	INVERELL

LOPEZ REFRIGERATION & AIRCONDITIONING	LAVINGTON
O'BRIEN ELECTRICAL ECHUCA-MOAMA	MOAMA
LEVEL ELECTRICAL AND AIR MUSWELLBROOK	MUSWELLBROOK
CLIMATE KING PTY LTD	ORANGE
DAWSON HEATING & COOLING PTY LTD	QUEANBEYAN
CAPITAL AIR HEATING & COOLING	QUEANBEYAN
MJR ELECTRICS	WAGGA WAGGA
PALMAIR HEATING & COOLING SPECIALISTS	WAGGA WAGGA
GRAY'S ELECTRICAL & MECHANICAL SERVICES	YASS

c) **SA:**

DEALER ACCOUNT NAME - SA	SUBURB / TOWN
SYNERGY AIR AND ELECTRICAL PTY LTD	ADELAIDE
LC ELECTRICAL & AIRCONDITIONING PTY LTD	BROKEN HILL
CARTHEW DISTRIBUTORS	BROKEN HILL
BROMSON ENERGY	BROKEN HILL
LJ REFRIGERATION & AIR CONDITIONING	CEDUNA
KOZCO	CROYDON PARK
ENERGY HOTHOUSE	CUMBERLANDS PARK
SIMMONDS H&C	EDSWOODTOWN
AFFORDABLE AIRCONDITIONING	FREWVILLE
SCOTTS AIR	GOLDENGROVE
GLOW HEATING AND COOLING - SOUTH	GOOLWA
POWERHOUSE ELECTRICAL & DATA SOLUTIONS	GREENACRES
CLIMAT HOLDEN HILL	HOLDEN HILL
REMOTE AIR SERVICES	KLEMZIG
LOGICOOOL REFRIGERATION PTY LTD	LARGS NORTH
KNIGHTS HEATING AND COOLING PTY LTD	MACLAREN VALE
AIR CONDITIONING DOCTOR	MANSFIELD PARK
COOL MOOSE ELECTRICAL	MILLICENT
ACM – MILLICENT	MILLICENT
GAS WORKS MODBURY	MODBURY
PENINSULA AIRCONDITIONING SA PTY LTD	MOONTA
MORPHETT AIRCONDITIONING PTY LTD	MORPHETT AIR
GAS WORKS MORPHETTVALE	MORPHETTVALE
MOUNT GAMBIER AIRCONDITIONING	MOUNT GAMBIER AIR
ACROM SERVICES	MT BARKER
PSM PLUMBING	MT GAMBIER
CLIMAT MUNNO PARA	MUNNO PARA
PREMI-AIR REFRIGERATION & AIR COND SERVI	MURRAY BRIDGE
QUALITY HEATING AND COOLING	MYPONGA

NARACOORTE REFRIGERATION PTY LTD	NARACOORTE
EFFICIENT ELECTRICAL & AIRCONDITIONING	REDWOOD PARK
CLIMAT TRADE CENTRE	REGENCY PARK
AIR SYSTEM SOLUTIONS	RICHMOND
DEVILEES A/C & REF (RIVERLAND)	RIVERLAND
CLIMAT ROYSTON PARK	ROYSTON PARK
MANELEC AIR	ST AGNES
CLIMAT ST MARY'S	STMARY'S
THE GAS SHOP UNLEY	UNLEY
THE GAS SHOP UNLEY	UNLEY
GLOW HEATING AND COOLING - CITY	WARRADALE
PRECISE PLUMBING PTY LTD	WELLAND
CLIMAT WELLAND	WELLAND
STARPRO H&C	WEST BEACH
QUANTUM REFRIGERATION & COND. SERVICES	WHYALLA

d) **VIC:**

DEALER ACCOUNT NAME - VICTORIA	SUBURB / TOWN
EXTRORDINAIR PTY LTD	AIRPORT WEST
GJ BRADDING MELBOURNE PTY LTD	BACCHUS MARSH
AIRCONDITIONING & ELEC SERVICES (AUST)	BAYSWATER
RMS HEATING COOLING PTY LTD	BAYSWATER
AIR-CON EZY PTY LTD	BELL PARK
THE HEAT SHOP - BELMONT	BELMONT
HOT & COLD SHOP BENALLA	BENALLA
MCG AIR CONDITIONING & REFRIGERATION P/L	BENDIGO
NORTAN AIR CONDITIONING & HEATING	BLACKBURN SOUTH
SURREY AIR	BRAESIDE
ADVANCE HEATING & COOLING (AUS) P/L	BRAYBROOK
TANJIL HEATING & COOLING	BRIAGOLONG
COMFYHOME	BRIAR HILL
MODE HEATING & COOLING PTY LTD	CAMPBELLFIELD
DP HEATING & COOLING	CARRUM DOWNS
AUSTRALIAN CLIMATE SYSTEMS PTY LTD	CHIRNSIDE PARK
HOT & COLD SHOP COBRAM	COBRAM
MIDDLETONS HEAT N COOL	COLAC
CLIMATISE PTY LTD	CRANBOURNE
TAILORED HEATING & COOLING SOLUTIONS P/L	CROYDON SOUTH
BAYDAN HEAT COOL PTY LTD	DANDENONG
WALDRON HEATING COOLING & HOT WATER	DELACOMBE
BLAIN-AIR H&A/C P/L	DONCASTER

CLIMATE STYLE	DOREEN
COOL WATTS PTY LTD	DROUIN
SHAW GJ & C P/L	DROUIN
BENDIGO REFRIGERATION & A/C	EAST BENDIGO
OPTIMA HEATING & AIR CONDITIONING P/L	EAST KEILOR
LONGS ELECTRICAL ECHUCA	ECHUCA
PROLEC ELECTRICAL AND AIR CONDITIONING	ELTHAM
NATGAS HEATING & COOLING	EPPING
RUSSELLS HEATING COOLING & HOTWATER	FERNTREE GULLY
GREENSBOROUGH GAS CENTRE	GREENSBOROUGH
BMD HEATING & COOLING PTY LTD	GRUYERE
CHALCOT HEATING & A/C (VIC) PTY LTD	HALLAM
COLBYCOOL	HALLAM
WONDERS PTY LTD	HEIDELBERG
ROSANNA HEATING & COOLING	HEIDELBERG WEST
WESTERN THERMAL SOLUTIONS	HOPPERS CROSSING
WADES HORSHAM	HORSHAM
A-TEMP HEATING & AIRCONDITIONING	HUNTINGDALE
UNIVERSAL HEATING & COOLING	INGLEWOOD
HOT & COLD SHOP SHEPPARTON	KIALLA
WILLIRA HEATING COOLING & ELECTRICAL	KILMORE
SOUTH GIPPSLAND AIR CONDITIONING	KORUMBURRA
SUMMIT HEATING AND COOLING PTY LTD	LILYDALE
BEGGS AIR CONDITIONING PTY LTD	LOCKWOOD SOUTH
BUDGET GAS (MARYBOROUGH) PTY LTD	MARYBOROUGH
ELEMENT HEATING & COOLING	MELTON
JOHN DEVILEE REFRIGERATION MILDURA	MILDURA
COMFORT HEATING AND COOLING PTY LTD	MONT ALBERT
MCKINNON HEATING & COOLING PTY LTD	MOORABBIN
MR GASMAN PTY LTD	MORNINGTON
PIER TO PIER HEATING & COOLING SOLUTIONS	MORNINGTON
SELECTED HEATING AND COOLING	MOUNT EVELYN
ALL CLIMATE SOLUTIONS P/L	MULGRAVE
CLIMATECH HEATING & COOLING	NARRE WARREN NORTH
GJ BRADDING GEELONG PTY LTD	NEWCOMB
NATIONAL HEATING & COOLING GEELONG P/L	NEWTOWN
CUMMINS CONTRACTING P/L	NOTTING HILL
ALDER HEATING & AIRCONDITIONING	PAKENHAM
FAIRBAIRNS HEATING & COOLING PTY LTD	PAKENHAM
STEERE HEATING & COOLING	PASCOE VALE
PLUM HEATING & COOLING PTY LTD	POINT COOK
PORTLAND BETTA HOME LIVING	PORTLAND
POINT NEPEAN AIRCONDITIONING P/L	ROSEBUD

SALE PLUMBING & GASFITTING	SALE
J&J HEATING-AIRPOWER	SEAFORD
COASTAL CLIMATE CONTROL (VIC)	SOMERVILLE
GIPPSLAND AIR	STRATFORD
NATIONAL HEATING & COOLING STRATHDALE	STRATHDALE
MELBOURNE GAS & AIR	SUNBURY
TONNA HEATING & COOLING PTY LTD	SUNSHINE
OZWARM HOME SERVICES	SURREY HILLS
FRAZER AIR	THOMASTOWN
AAC HEATING COOLING & PLUMBING P/L	TORQUAY
AIRVOLVE PTY LTD	TRUGANINA
J AND S AIRCONDITIONING AND HEATING P/L	TULLAMARINE
PENINSULA HEATING & COOLING SOLUTIONS	TYABB
LINCOLN AIRCONDITIONING & REFRIGERATION	WANGARATTA
CRICHTON FIRESIDE SHOP	WARRNAMBOOL
SCRIVEN PLUMBING SERVICES PTY LTD	WARRNAMBOOL
THE HEAT SHOP YARRAVILLE	WILLIAMSTOWN NORTH
BORDER HEATING & COOLING	WODONGA
YARRAWONGA REFRIGERATION & AIRCON	YARRAWONGA

e) **QLD**

DEALER ACCOUNT NAME - QLD	SUBURB / TOWN
IAN HUGHES AIRCON SPECIALIST REDCLIFFE	ACACIA RIDGE
COUNTY ELECTRICS & AIR CON ALBANY CREEK	ALBANY CREEK
GOOD MAINTENANCE OPERATIONS SPRINGHILL	ALBION
SUNSHINE COAST AIR CON KINGS BEACH	BARINGA
GOLD COAST FIREPLACE & BBQ BUNDALL	BUNDALL
COMPLETE AIR SUPPLY BURLEIGH	BURLEIGH
AIRMECH FACILITIES BURLEIGH HEADS	BURLEIGH HEADS
DEEPCHILL MIAMI	BURLEIGH HEADS
SPARKY DIRECT PTY LTD CABOOLTURE SOUTH	CABOOLTURE
COOLTIMES SERVICES CAPALABA	CAPALABA
SOUTH WEST WATER SOLUTIONS CHINCHILLA	CHINCHILLA
C-MAC SOLUTIONS CLERMONT	CLERMONT
SUNSHINE COAST AIR & ELEC PEREGIA BEACH	COOLUM BEACH
O'BRIENS ELECT.& PLUMB COOPERS PLAINS	COOPERS PLAINS
CARSELDINE AIR CON EVERTON HILLS	EVERTON HILLS
GLADSTONE REFRIGERATION GLADSTONE	GLADSTONE
RACE SUPPLIES HELENSVALE	HELENSVALE
O'BRIEN ELECTRICAL & SOLAR HERVEY BAY	HERVEY BAY
COLDPRO JIMBOOMBA	JIMBOOMBA
MAZLIN ELECTRICAL AITKENVALE	KIRWAN

ICE BLAST LOGANHOLME	LOGANHOLME
CLIMATE HVAC MANSFIELD	MANSFIELD
DON HALL AIR CONDITIONING & ELEC MAREEBA	MAREEBA
FNQ REFRIGERATION & AIR CON MAREEBA	MAREEBA
AGILE EQUIPMENT HIRE MURARRIE	MURARRIE
INTEGRATED ENGINEERING MURRARIE	MURRARIE
SUNSHINE STATE AC & REFRIG NTH TOOWOOMBA	NORTH TOOWOOMBA
MARTEL ELECTRICAL SOLUTIONS NUDGE	NUDGE
QUEENSLAND AIRCON ORMEAU	ORMEAU
RAMCOM AUSTRALIA ORMEAU	ORMEAU
COMBINED ELECTRICAL SOLUTIONS PTY LTD	PEREGIAN SPRINGS
MAGNETO HVAC PORTSMITH CAIRNS	PORTSMITH
GT AIR RACEVIEW	RACEVIEW
MENZEL AIR RACEVIEW	RACEVIEW
RIVER CITY AIRCON RACEVIEW	RACEVIEW
FRIGID AIR PTY LTD	SOUTH LISMORE
HOT COPPER STANTHORPE	STANTHORPE
SOLAR SERVICE GUYS TINGALPA	TINGALPA
EXCEL POWER TOOWOOMBA	TOOWOOMBA
MASONS AIR CONDITIONING TOOWOOMBA	TOOWOOMBA
HEMBROWS ELECTRICAL UNDERWOOD	UNDERWOOD
JARVIS AIRCON UPPER COOMERA	UPPER COOMERA
TOM'S AIRCON & ELECTRICAL WARNER	WARNER
OZZY AIR SOLUTIONS ORMEAU	WOODRIDGE
PARSONS INDUSTRIES CAPALABA	WYNNUM
YEO GG & AM BELYANDO	YELARBON

There are no Participating Dealers in Western Australia (WA), Northern Territory (NT), or Tasmania (TAS).

8. Participating Products:

Participating Products are any of the following:

Brivis Advance	F36DS, F46DS, F56DS, F66DS, F76DS, F86DS
Brivis Promina	P36, P46, P56, P66, P76
Brivis Contour 6 Series	L36, L46, L56, L66, L76
Brivis Contour 7 Series	L37, L47, L57, L77

9. Eligible Claimants:

- a) The cashback Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding management and employees (and the immediate families of employees) of the Promoter, its associated companies/subsidiaries, the Participating Dealers and agencies associated with this Promotion ("Eligible Claimants").

- b) "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.
- c) The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

10. Claim Limit:

A limit of one (1) entry for each Participating Product can be submitted per a Qualifying Purchase (defined below).

11. How to Participate:

- a) during the Purchase Period, purchase* any Participating Product from a Participating Dealer ("Qualifying Purchase");
- b) collect and retain a copy of the purchase receipt from the Qualifying Purchase;
- c) by 11:59pm AEDT ^{31st} March 2026, visit <http://www.rinnaicashback.com.au/beat-the-heat-with-brivis> using a compatible browser, and fully complete and submit the online claim form, providing all details required, including but not limited to:
 - I. any requested information about the Participating Product and Qualifying Purchase (including product purchased, place of purchase, purchase date, etc);
 - II. uploading a copy of the purchase receipt from the Qualifying Purchase ("Qualifying Purchase Receipt") in an accepted file size/format;
 - III. any requested personal information (including first name, last name, mobile phone number, email address, suburb, state and postcode); and
 - IV. indicate acceptance of these Terms and Conditions.

*"Purchase" means to make payment in full for a Participating Product during the Purchase Period from a Participating Dealer.

This Promotion is based on available stock only, and no back-orders will be accepted.

12. Validation and Notification.

Once the claim has been submitted, it may take between five (5) to ten (10) business days to determine if a claim is considered valid.

If the claim is deemed valid, the Eligible Claimant will receive an approval notification via email.

If the claim is deemed invalid, the Eligible Claimant will receive an email notification of this, explaining the reason the claim is invalid. The Eligible Claimant will have seven (7) days to supply additional information to support their claim (if applicable).

13. Required Verification/Proof of Purchase:

The following documentation must form part of a valid online claim:

- a) Qualifying Purchase Receipt, which must clearly specify:
 - the Participating Product purchased;
 - the price of the Participating Product purchased;
 - the Participating Dealer of purchase;
 - the purchase date;
 - the receipt number; and
 - that payment for the Qualifying Purchase has been received in full.
- b) If the Qualifying Purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid.
- c) If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation to verify the identity, age, eligibility to participate in the Promotion and claim a reward, compliance

with these Terms and Conditions, and/or the Qualifying Purchase receipt/s that correspond to the claim/s submitted in the Promotion.

- d) If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s submitted by the claimant may be deemed invalid.
- e) Rewards will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. It is the responsibility of the claimant to provide the required information.

14. Rewards:

- a) Each Eligible Claimant will receive a Digital Prepaid Mastercard of the relevant value corresponding to their Qualifying Purchase, as outlined below.
 - (i) \$100 Digital Prepaid Mastercard for models:
 - F36DS, F46DS, F56DS, F66DS, F76DS, F86DS
 - P36, P46, P56, P66, P76
 - (ii) \$150 Digital Prepaid Mastercard for models:
 - L36, L46, L56, L66, L76
 - (iii) \$250 Digital Prepaid Mastercard for models:
 - L37, L47, L57, L77
- b) The Digital Prepaid Mastercard will be delivered via email to the Eligible Claimant's email provided on the claim form within ten (10) days of confirmation of the claim being approved.
- c) Eligible Claimants must then follow the steps detailed within the email to activate and use their Digital Prepaid Mastercard.

Digital Prepaid Mastercard Terms and Conditions:

The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. Terms and conditions pertaining to the Digital Prepaid Mastercard will apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://card.gift/terms-and-conditions/mastercard>.

Any ancillary costs associated with the Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.

The Digital Prepaid Mastercard distributed by The Card Network (TCN) has an expiry and activation period of 3 years from the date the claim is issued.

- 15. Each Eligible Claimant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- 16. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.

17. This Promotion is only applicable to residential installations and excludes new home builds and commercial products.
18. This Promotion is not valid in conjunction with any other offer.
19. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
20. The Promotion may be extended at the Promoter's absolute discretion, subject to the written directions of any regulatory authority.
21. Eligible Claimants can only participate in the Promotion in their own name. Eligible Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified and will forfeit the right to any reward.

22. If the Promoter learns that a claim has been submitted, by anyone other than an Eligible Claimant, and the reward has already been supplied, the Promoter may request payment from the individual to cover the cost of the reward given
22. Incomplete, indecipherable or incorrect claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their reward because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
23. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.
24. The Promoter does not warrant that the claim mechanism will be available, or the Participating Dealers will be open, at all times during the Promotion Period.
25. The Promoter is not responsible for any undelivered emails due to an Eligible Claimant's spam filters or email settings.
26. The Promoter shall not be liable for a reward being lost, deleted, stolen, damaged or tampered with in any way before it reaches a claimant or after it has been released to an Eligible Claimant.
27. Any costs associated with accessing the Promotion or reward provider's website, or associated with redeeming a reward are the Eligible Claimant's responsibility and are dependent on the internet service provider used. Eligible Claimants must submit their claim manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.
28. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:
 - a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;
 - b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or
 - c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
29. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

30. As a condition of claiming a reward, the Eligible Claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or reward suppliers in their absolute discretion.
31. The Promoter may communicate or advertise this Promotion via Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Individuals are providing their information to the Promoter and not to Facebook. Individuals completely release Facebook from any and all liability.
32. Rewards must be taken as offered and may not be varied. Rewards are not transferable, exchangeable, or redeemable for cash. If a reward is unavailable for any reason, the Promoter reserves the right to substitute another reward of equal or greater value for that reward, or element of it, subject to the approval of any relevant authority.
33. Except for any liability that cannot be excluded 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 that is late, lost, altered, 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 variation in reward value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by a claimant; or (f) use of a reward.
34. The:
 - a) Promoter, the Promoter's related entities, the Participating Retailers, Dealers and all agencies associated with the Promotion; and
 - b) the employees, agents, directors and contractors, of all entities referred to in this clause, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a reward, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
35. Eligible Claimants agrees at the Promoter's request, to participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
36. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

Personal Information:

37. Immediately upon submission by an Eligible Claimant, their claim becomes the sole property of the Promoter.
38. All information Eligible Claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding the rewards.
39. The Promoter may disclose Eligible Claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

Promoter Opt-In:

40. Should an individual consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Promotion claim site, information provided by the individual may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should an individual who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter as per clause 41 below.
41. The Promoter's privacy policy can be found at <https://www.rinnai.com.au/support-resources/privacy-statement/>.
42. The Privacy Policy contains information on:
 - a) how individuals may access the Personal Information that is held by the Promoter and seek correction of such information; and
 - b) how individuals may complain about a breach of the Australian Privacy Principles, the Privacy Act 1988 (Cth) or a registered privacy policy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If an individual has any questions regarding their privacy, they should contact the Promoter using the contact details contained in this Privacy Policy.

43. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth) .
44. **NSW Authority No: TP/04642**