

TERMS AND CONDITIONS

1. Panasonic Premier Rewards

- 1.1 'The Scheme' refers to the Panasonic Premier Reward Scheme.
- 1.2 Panasonic Premier Rewards is promoted and operated by Panasonic UK, a branch of Panasonic Marketing GmbH. These Terms and Conditions apply to 'The Scheme'.
- 1.3 The rewards are granted entirely at Panasonic's discretion, and accordingly, Panasonic reserves the right to refuse any applications.

2. Eligibility

- 2.1 Customers of Panasonic who purchase Panasonic manufactured heating & cooling products via one of the Panasonic authorised distributors will be eligible to receive 'Panasonic Premier Reward points'.
- 2.2 The Scheme is only available to accounts with a UK address.
- 2.3 The following customer classes are excluded from participation in The Scheme:

3. Distributors, wholesalers, re-sellers and end-users.

- 3.1 We expect all companies taking part in the Scheme to operate to all relevant business, operational and industry standards and regulations. It is the Distributors' responsibility to ensure their customers operate appropriately, such as ensuring they are up to date with FGAS certification, etc.
- 3.2 Any customer whose trading account is in arrears may not be accepted until the account is up to date.
- 3.3 Eligibility criteria shall be assessed by Panasonic from time to time.

4. Panasonic Premier Rewards Benefits

- 4.1 Panasonic reserves the right to change the scheme without prior notice.
- 4.2 Reward points start accruing and qualifying from 1st October 2017 on all purchases of Panasonic heating & cooling products.
- 4.3 Installers must contact the Scheme Administrators (Wildwood PR) to redeem their Panasonic Premier Points into Rewards.
- 4.4 A minimum spend of £360 in one transaction is required for Panasonic Premier Rewards eligibility and the minimum value of a single reward is £5. Rewards are only available in full pounds - any pence at the end of the monthly total will be rounded up if 50p or over, and rounded down if under 50p
- 4.5 The minimum number of Panasonic Premier Rewards Points that can be redeemed is 360 points equal to a value of £5.
- 4.6 Points are accrued at the rate of: one point per £1 spent net of VAT on Panasonic's approved list of products during the qualifying spend period.
- 4.7 Points will be calculated at 1.4% of net sales value, however Panasonic reserves the right to change this level without prior notice.
- 4.8 All claims must be pre-approved by the third party administrator, Wildwood PR, prior to the customer receiving the rewards.

5. Points Redemption & Expiry

- 5.1 Points may only be redeemed when the relevant invoice(s) have been paid in full.
- 5.2 No cash alternative will be offered.
- 5.3 Points will be fully redeemed only after the installer has contacted the Scheme Administrator. Points will remain valid for one year, after which if they have not been redeemed, they will be deleted.
- 5.4 Any prize awarded is for personal use only and must not be transferred/given to any third party in connection with any business activities.
- 5.5 As a member of The Scheme you may be liable for tax on rewards. Tax liability on benefits in kind is the responsibility of the participant and not Panasonic UK.
- 5.6 Panasonic will provide details of all awards to HMRC and demonstrate that the National Insurance payable by the provider (Panasonic) is accounted for. Panasonic will also pay the basic rate tax liability. Recipients remain accountable for any higher rate tax due.
- 5.7 The payment will be in the form of Love2shop rewards.

6. Confidentiality

- 6.1 As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information does not include any information that:
 - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall:
 - (iii) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care,
 - (iv) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement,
 - (v) not disclose Confidential Information of the Disclosing Party to any third party, and
 - (vi) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so by law legal process.
- 6.2 These obligations of confidentiality shall have continuing effect.

TERMS AND CONDITIONS (continued)

7. Data Protection

- 7.1 We will only share your details with businesses that process The Scheme information on our behalf (in the UK and abroad). This is necessary in order to fulfil and complete administration with The Scheme.
- 7.2 By registering and joining The Scheme, you are consenting to receive communications from Panasonic through a variety of means, including post, email or telephone.
- 7.3 We will not sell any details acquired on to any other third parties. Details will only be used for the purposes of The Scheme.

8. Limitation of Liability

- 8.1 Panasonic shall not be liable for any delay, loss or damage or expense, direct or indirect, or any consequential loss or damage or for any matter arising from participation in The Scheme or benefits received from it.
- 8.2 Panasonic make no warranties express or implied, with respect to gift cards, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.

9. Termination & Variation

- 9.1 Panasonic may terminate The Scheme or any individual benefit at any time subject to not less than thirty days' prior written notice.
- 9.2 Panasonic may occasionally update these Terms and Conditions, for example to comply with changes in the law or to change the way The Scheme is run. We will not notify you individually of such changes. You should read the latest version on the website when you are redeeming or earning Points to ensure you understand the current Terms and Conditions. Should you wish to challenge the Terms and Conditions the participant is deemed to have withdrawn from The Scheme with immediate effect.
- 9.3 In addition to the express rights of termination of a participant's membership set out in these Terms and Conditions, Panasonic shall have the right at any time to terminate the participant's membership of The Scheme and participation immediately where:
- (i) the participant commits any breach of these Terms and Conditions (provided that if the breach is remediable then such notice will not be an effective termination where the participant effectively remedies the breach within 14 days of receipt of that notice); or
 - (ii) the participant becomes insolvent, enters into liquidation or compounds with its creditors generally or has a receiver, manager or similar officer appointed (whether by court order or otherwise) over the whole or any part of its assets or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due; or
 - (iii) if there is a material change in the senior management of the participant or if the ownership or control of participant changes.
- 9.5 Neither party shall be liable for damages of any kind on account of any termination of a customer's participation in accordance with these Terms and Conditions but termination shall be without prejudice to any claim by either party for breach of schemes obligations arising prior to the termination.

10. General

- 10.1 Participation in The Scheme does not constitute any legal partnership or joint venture between Panasonic and the participant. Neither party may bind the other or contract in the name of the other or create any liability against the other. Accreditation and confirmation by Panasonic of a participant's status within The Scheme does not rank as any guarantee of a participant's competencies or stability, whether technical, corporate or financial.
- 10.2 English law applies to these Terms and Conditions. If any disputes arise between you and us in relation to these Terms and Conditions and you want to take court proceedings, you must do so in the English courts.
- 10.3 You may have other rights granted by law. If those rights and these Terms and Conditions are inconsistent, these Terms and Conditions will override any other rights which you may have, unless that is not permitted by law.
- 10.4 Any notices sent by Panasonic to you individually will be sent to the most recent email address or postal address provided to Panasonic by you. Any notice served by hand shall be deemed to have been served on delivery and any notice served by post shall be deemed to have been served 48 hours after the time at which it was posted.
- 10.5 Panasonic decisions shall be final and binding in all matters regarding The Scheme.
- 10.6 The participant may not assign or transfer this agreement or any of its rights or obligations without Panasonic's prior written consent.
- 10.7 These Terms and Conditions are a contract between you and Panasonic and form the entire agreement between us in relation to The Scheme. Neither you nor Panasonic intend that these Terms and Conditions will be enforceable by anyone except you and Panasonic Ltd whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.