

## **Panasonic UK Promotion for Installers/re-sellers of RAC systems purchased from Diamond Air**

Purchase a relevant number of RAC systems from Diamond Air and receive a  
Panasonic Gift\*

\* The promotion is subject to a promotional limit and is only available while stocks last.

Promotion Period: 05:00 on the 21 April 2021 to 23:59 on 18 June 2021.

### **PROMOTION TERMS AND CONDITIONS**

1. The Panasonic UK/Diamond Air Promotion for Installers of RAC systems (hereafter referred to as the "Promotion") is promoted by Panasonic UK, a branch of Panasonic Marketing Europe GmbH with branch number BR015033 and with registered address at Maxis 2, Western Road, Bracknell, Berkshire, RG12 1RT (the "Promoter").

### **ELIGIBILITY**

2. The Promotion is applicable to installers or resellers of RAC systems acting as either a sole trader or a company (the "Participants") in the United Kingdom who are aged 18 years or over ("Installer") and who have purchased relevant product from Diamond Air.
3. In order to qualify for the Promotion, Participants must purchase and take delivery of at least three (3) new (not second hand) Qualifying Products in the United Kingdom. These Qualifying Products must be purchased from Diamond Air during the Promotion Period. Claims relating to products purchased or delivered before or after this Promotion Period will be deemed invalid.

### **QUALIFYING PRODUCT**

4. Qualifying Products shall include all RAC systems purchased from the Diamond Air by the Participant during the Promotion Period.

### **PROMOTION**

5. To fulfil the requirements of the Promotion, the Participant must purchase and take delivery of at least three (3) new (not second hand) Qualifying Products in the United Kingdom. These Qualifying Products must be purchased from the Promoter during the Promotion Period. Claims relating to products purchased or delivered before or after this Promotion Period will be deemed invalid. The Participant may purchase more than three (3) Relevant Products and there is no limit on purchases that can be made during the Promotion Period.
6. During the Promotion Period, Participants can purchase any number of RAC systems (the "Relevant Products") from Diamond Air. Each Relevant Product purchased from Diamond Air will equate to an eligible purchase for the purposes of the Promotion. Each eligible purchase will contribute to the Participants ability to claim one of the below promotional gifts (the "Gift or Gifts"). The Participant shall be entitled to choose which level it claims at provided it meets the eligibility requirements set out in these terms and conditions.
  - 6.1. For level 1, the Participant must have purchased at least three (3) Relevant Products to be provided with the relevant Gift; being a pair of Technics Headphones.
  - 6.2 For level 2, the Participant must have purchased at least seven (7) Relevant Products systems to be provided with the relevant Gift; being a Technics Speakers.
  - 6.3 For level 3, the Participant must have purchased at least ten (10) Relevant Products systems to be provided with the relevant Gift; being a Panasonic 58 inch 4k TV.

For the avoidance of doubt, the Participant does not need to claim at any particular level. The Participant may elect to offset their eligible purchases against any level. However, once such an offset has been made, these purchases will no longer be deemed eligible purchases and the Participant will have to make further purchases to be eligible to make any further claims of Gifts.

7. The Promotor may request evidence relating to acceptance of each Relevant Product by the Participant before confirming that the requirements of this Promotion have been fulfilled. The Gift will not be sent out until the Participant has provided the requested information.

#### **GIFT**

8. Should the Promotor request evidence under clause 7 which is not supplied, the Promotor may reserve the right to either not provide the Participant with a Gift at all or until the evidence has been provided. The Participant will be treated as not fulfilling the requirements of the Promotion until full evidence has been provided.
9. The Gift shall be chosen by the Participant in line with clauses 6.1 to 6.3 of these terms and conditions.
10. Please allow at 35 days from the date of delivery to receive the Gift. Due the current situation surrounding COVID-19 the delivery of the Gift may be delayed but the Promotor will endeavour to supply the Gift as soon as possible.
11. Gifts shall only be available while promotional stock last and any purchases made after stocks have ended will no longer be eligible for a Gift.
12. Prizes remain the sole property of the Participant and cannot be transferred (in whole or in part), to any other Participant. Gifts may not be bartered or sold or combined or exchanged with any other promotion.
13. In the event of unforeseen circumstances, the Promoter reserves the right to offer an alternative prize of equal or greater value should the original Gift become unavailable.
14. All Gifts must be claimed by the end of the Promotion Period and should such claims not be made by the end of the Promotion Period or should the Participant not have sufficient eligible purchases to make a claim during the Promotion Period, any outstanding eligible purchases shall be deemed void.

#### **TAXES AND SOCIAL CHARGES**

15. The awarding of Gifts may be treated as taxable income (either direct taxation or otherwise) and may be considered direct compensation for the purposes of taxation, national insurance or social security contributions (or equivalent taxes or social charges applicable under local law).
16. Participants and/or their employers are solely responsible for any federal, state, provincial taxes, social security, national insurance contributions, social charge or other taxes (whether direct, indirect or otherwise) that may be incurred as a result of receiving Gifts under the Promotion.
17. Participants acknowledge and agree that Participants may be obliged under applicable local laws to report to the Gift attained to the Participants':
  - a. local tax authorities
  - b. social charge or contributions agency
  - c. other relevant bodies or organisations
18. Liability to such taxation or social charges of whatever nature and howsoever arising is the sole responsibility of the Participant. The Promotor provides no warranty and accepts no responsibility as to the taxation treatment (whether direct taxation or otherwise) of the Gift
19. It is an express condition of the Promotion and Participants hereby agree that Participants and employers of Participants shall indemnify the Promotor for any taxes of whatever nature and howsoever arising that the Promotor may become liable or responsible for as a result of

or in relation to a Participant and/or a Participant's employer receiving Gifts in relation to or in connection with the Promotion.

#### **PRIVACY & DATA PROTECTION**

20. We have a legitimate interest in collecting and processing personal data for the purposes of this Promotion and Research and Development. You may be contacted by the Promotor, or a trusted third party, in respect of fulfilling this Promotion. All personal data collected will be processed in accordance with relevant data protection legislation (including the European Data Protection Regulation). Please see the Promoters Privacy Policy at <https://ampair.co.uk/privacy-policy/>.

#### **GENERAL CONDITIONS**

21. This Promotion is only open to Participants in the United Kingdom.
22. All Qualifying Products must be new and genuine Panasonic products. Purchases of second hand, refurbished or reconditioned products, products imported from outside the EEA or products which are counterfeit or infringe the intellectual property rights of the Panasonic group of Companies in any way will not qualify for this Promotion.
23. The Promoter reserves the right to verify the eligibility of all claims to protect itself against fraudulent, invalid or repetitive claims including, without limitation, to require the Participant to prove that it carried out a genuine installation of the products and/or did not return the product. Claims for returned products, ingenuine installations, bad faith or fraudulent entries or claims that otherwise do not meet these terms and conditions will be invalidated and the Promoter reserves the right to disqualify the Participant making such a claim from this and other promotional activities.
24. To monitor fraudulent claims the Promoter reserves the right to cross check product returns as relevant against Gifts provided to Participants. Any potential fraudulent activity will be followed up by the Promoter. The Promoter will withhold the issuance of a Gift (or take steps to require return if the Gift is already provided) where it is suspected that a false or fraudulent claim has been made.
25. In certain circumstances, it may take longer to carry out actions in relation to your supplying the Gift. Therefore, the Promotor reserves the right to extend the period allowed to process and provide Gifts for as long as necessary but will endeavour to do so in a reasonable timeframe.
26. The Gift offered under this Promotion is non-exchangeable, non-transferable and there is no credit or product alternative available.
27. The Promoter reserves the right to amend these terms and conditions at any time and to amend or withdraw this promotion at any time.
28. Any notice given to a Participant under these Terms & Conditions will be deemed to have been given by the Promotor if sent to a Participant's last known address or email address.
29. The Participant may make as many claims as possible in relation to the eligible purchases they make during the Promotion Period.
30. This Promotion cannot be claimed in conjunction with any other promotions.
31. By claiming this Gift, Participants will be deemed to have read and accepted these terms and conditions.
32. The Promotor reserves the right to suspend or exclude a Participant from participating or continuing to participate in the Promotion if the Promotor determines, in its sole and absolute discretion, that:
  - a. the Participant has breached these Terms & Conditions or any applicable law or regulation;
  - b. the Participant's conduct is inconsistent with the object and intent of the Promotion or these Terms & Conditions.

33. Should one or more provisions of these Terms and Conditions be or become wholly or partly ineffective this shall not affect the validity of the remaining provisions. The wholly or partly ineffective provision shall be replaced by a provision that best meets the economic purpose of the invalid provision.
34. The Promotor, its affiliates, its agents and its sub-contractors shall not be liable or responsible where the performance or prompt performance of its obligations is prevented or affected by any event beyond its reasonable control including, but not limited to, acts or omissions of Participants, third parties, industrial disputes, hostilities, political unrest, internet problems, epidemics or pandemics, telecommunications problems, computer problems or natural disasters.
35. The Promotor, its affiliates, its agents and its sub-contractors shall not be liable or responsible for any consequential, indirect and/or special losses or damages that may be suffered or incurred in relation to the Promotion and/or these Terms & Conditions.
36. All matters relating to the Promotion or the interpretation or application of any of these Terms & Conditions, including without limitation, questions or disputes regarding eligibility for the Promotion, or the eligibility for Gifts, must be submitted in writing to the Promotor within 90 days of the transaction or matter in question arising.
37. At first instance, any such dispute shall be resolved by the promotor in its sole discretion and its decision shall be final.
38. These terms and conditions are governed and construed in accordance with the laws of England and Wales and the English courts shall have jurisdiction over any disputes which arise out of or in connection with this Promotion and/or These Terms and Conditions.