



COMFORTCLUB

Comfort Club Terms and Conditions

FUJITSU GENERAL AIR CONDITIONING (UK) LIMITED

Terms and Conditions

These terms apply to the Comfort Club rewards scheme (the Scheme) and govern the relationship between us (Fujitsu General Air Conditioning (UK) Ltd) and you. Your application to join the Scheme and any ongoing participation in the Scheme shall constitute your acceptance of these terms.

Changes to these terms

We reserve the right to revise these terms at any time by amending the documents on our Webpage. Please check this page from time to time to take notice of any changes we have made, as they are binding on you. Fujitsu also reserves the right to offer bonuses or special offers on certain products as selected by us from time to time and at our sole discretion.

Eligibility

You may apply to become a Member by completing and signing the application form at the end of these terms and conditions and returning to the Administrator at the address shown.

You will be eligible to become a Member if you:

- Are an individual aged 18 years or over;
- Are employed or act as an officer for an Authorised Business;
- Are expressly authorised to act on behalf of an Authorised Business by an individual with sufficient authority to bind that Authorised Business (for which we may request written confirmation from time to time).
- Have fully completed and signed a registration form for the Comfort Club scheme and returned this to our administrator

At our absolute discretion, and provided you meet the eligibility criteria set out above, we may admit you as a Member of the Scheme. You will receive confirmation, or not, of your membership on the scheme from either the Distributors you have chosen or our administrator

Accounts

- Once you have been admitted as a Member, we will open an Account for you
- You may nominate up to 3 Distributors to be associated with your name
- You may have a direct account with us in addition to the nominated distributors
- Comfort Club Accounts cannot be transferred to any other legal entity regardless of whom ownership of the new entity is conferred to
- Rewards points cannot be transferred between accounts for any reason
- Membership will start from the first day of the month our administrator receives a completed and valid form either from yourself or your nominated distributor

Membership Conditions

It is a condition of your Membership that;

- You supply us with a valid email contact for Fujitsu to contact you regarding the scheme
- You supply your Companies house number, VAT Registration number OR if you do not have these for whatever reason you notify our administrator that you are operating as a Sole Trader.
- We may, at our absolute discretion, vary membership requirements in a Qualifying Year for any reason
- We reserve the right to refuse admission into the scheme, at any time, solely at our discretion.

Benefits

- Fujitsu will convert 2% of your spend on qualifying products into Rewards Value
- Fujitsu will provide you with access to our Fujitsu Store Website
- You can use the Rewards Value to claim selected vouchers or use the balance on our Fujitsu Store Website. Selected vouchers are listed on the briefing Document and in the Voucher Points section of this document
- We may from time to time offer promotions or additional benefits as part of this scheme
- Fujitsu reserves the right to change the benefits offered from time to time and at our sole discretion.
- It is the responsibility of the members to check the terms and conditions regularly to ensure they are aware of any changes made.
- You will be provided the details on how to set up an account on our Fujitsu Store website via our administrator upon receipt of your admission into the scheme

Fujitsu Store Website

All members of the scheme agree;

- To use the Fujitsu Store Website or products listed on this for their own company private use and not to use it for any commercial purpose or to distribute it
- Not to use the Fujitsu Store Website or products listed on this for any fraudulent, criminal or unlawful purpose
- Not to infringe either Fujitsu's or any other person's intellectual property rights, including but not limited to copyright, and not to delete or amend any copyright or other proprietary notices
- Not to use the Fujitsu Store Website or products listed on this in any way that Fujitsu, considers objectionable, damaging to its brand or reputation, or that we otherwise find unacceptable.
- Not to use the Fujitsu Store Website to install a brand logo, design or name belonging to another manufacturer on any of the products available unless specified in writing by Fujitsu General Air Conditioning (UK) Ltd

Fujitsu's liability;

- Under or in connection with the scheme or these terms and conditions shall be limited to the Rewards Value, which, is calculated on a 12 months rolling period of your spend on qualifying products converted at 2% into Rewards Value
- Fujitsu does not accept responsibility or liability for any event which may cause the scheme to be disrupted or otherwise unavailable
- In the event that we suspend, cancel or amend the Scheme or terminate your Membership we may, at our discretion, determine that any Rewards Value accumulated to your Account will no longer be valid and that we shall not be liable to provide you with any further Benefits (whether such Benefits were requested by you prior to the Termination Event or otherwise).
- Fujitsu will allocate the Rewards Value based on purchases from either ourselves or one of our approved distributors.
- Fujitsu does not accept responsibility or liability for any incorrect information sent to us via one of our distributors.
- Insofar as is permitted by law, we, or one of our Distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of your participation in the Scheme except where it is caused by our negligence or the negligence of our agents or Distributors or that of their employees.

Fujitsu, or our Distributors will not in any circumstances be responsible or liable to compensate you for Loss of profits, sales, business, or revenue, Business interruption, Loss of anticipated savings, business opportunity, goodwill or reputation, any indirect or consequential loss or damage arising in consequence of your participation in the Scheme.

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Voucher Points;

Voucher Points may be claimed by you whenever the Authorised Business you represent purchases Qualifying Equipment from a Distributor or ourselves direct.

All Voucher points are valid for 12 months from being entered on your Comfort Club account. After this time they will expire and be removed from the account.

- Once voucher points have expired, Fujitsu are not obliged to add them back on the account
- Claims for Vouchers must be made by using the Claim Form from the relevant Distributor, or ourselves direct, of Qualifying Equipment from that Distributor specifying the information requested on the claim form.
- There is a minimum claim amount of £50.00 and accounts with less than this amount are unable to make claims until they reach a total of greater than £50.00
- Unless otherwise stated by Fujitsu General Air Conditioning (UK) Ltd Voucher points will be redeemed in date order, oldest first.
- You may redeem Voucher Points which have accrued on an Account by requesting from us that their value be used to acquire Vouchers of equivalent value.
- We will deduct an amount of points from your total to cover Postage and Packaging of your rewards unless you have ordered an Electronic voucher. This will be outlined in the Briefing Document

The Benefits which you may acquire are limited to vouchers in denominations of £1000, £500, £200, £100, £50, £20, £10 from the following retailers: Fujitsu Store, Love2Shop, John Lewis, Amazon, Marks & Spencer, B&Q

Conditions on voucher points

- From time to time we may at our discretion vary the items, and retailers, against which Voucher Points may be redeemed.
- You may only redeem Voucher Points for vouchers if you have enough Voucher Points of equivalent value to meet the full value of such vouchers.
- In respect of redeeming Voucher Points and no cash alternative shall be available. Any vouchers requested shall be subject to availability and we are entitled to offer you an alternative at our discretion.
- Voucher Points shall have no cash value and shall not be transferable to any other promotions or schemes we provide.
- No Voucher Points may be claimed for non-Qualifying Equipment.
- Products which would normally be Qualifying Equipment may be excluded at our discretion from being considered Qualifying Equipment if such products are purchased from us by the Authorised Business you represent under any special offer or promotion which we offer from time to time.
- We may deduct any Voucher Points from your Account if such Voucher Points were added by us following your breach of these terms or if Voucher Points were added to your Account in error.
- We may from time to time offer promotions in respect of the number of Club Points which can be claimed for Qualifying Purchases (Points Promotions). We reserve the right to withdraw Points Promotions at any time and without any further notice to you.
- Any dispute in respect of the number of Voucher Points claimed, added or deducted in respect of an Account shall be determined at our absolute discretion.
- We shall use our reasonable endeavours to supply you with any vouchers claimed within 20 working days of you receiving confirmation from us that your request to redeem Voucher Points has been accepted, however time shall not be of the essence in respect of our obligations under these terms.

Return of Qualifying Equipment

If Qualifying Equipment is returned for a full or partial refund to a Distributor by you or the Authorised Business you represent after the addition of Voucher Points to an Account, we may at our discretion deduct the number of Voucher Points from that Account which are attributable to the purchase of that Qualifying Equipment. If the Account does not have sufficient Voucher Points to make the deduction, we reserve the right to deduct such Voucher Points at a later date.

Tax Liabilities

- Your tax liabilities may vary according to your circumstances and we strongly recommend that you discuss such liabilities with an accountant or tax advisor before you participate in the Scheme.
- The Benefits you receive on behalf of the Authorised Business you represent; may incur tax liabilities (including but not limited to income tax, National Insurance and social security contribution liabilities). You acknowledge that any tax liability incurred in respect of benefits received by you shall be your responsibility. You agree to indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

Authorisation

- We are committed to transparency and complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).
- You agree that you will immediately terminate your Membership of the Scheme or refuse to receive any Benefits if doing so may be considered a breach by either you or us of the Relevant Requirements. You may terminate your Membership at any time by writing to our Administrator.
- You must not become a Member of the Scheme or receive any Benefits without the express authorisation of an individual with sufficient authority to bind the Authorised Business you represent.
- You must notify the Authorised Business you represent of any and all Benefits you receive under the Scheme.
- From time to time we may request written confirmation of your ongoing authorisation to be a Member of the Scheme and to receive Benefits. Such authorisation must be from an individual engaged by the Authorised Business you represent who has sufficient authority to bind that Authorised Business. You shall supply such written confirmation with 14 days of any such request.
- You agree to us directly contacting the Authorised Business you represent at any time during your Membership of the Scheme to confirm your authority to receive any Benefit or to continue your Membership.

Data Protection

- By becoming a Member of the Scheme, you consent to us collecting and processing the personal information you provide to us when you apply for membership and in respect of information we request during your Membership. The information you give us may include job role and position within your Authorised Business.
- We use the information provided by you to administer the Scheme, adhere to our obligations under these terms and so that we, either directly or through our Distributors, may write to you to inform you of changes to the scheme. You consent to such receiving communications from us or our Distributors using any contact details you have provided to us or in the public domain should the information you provided at registration become invalid
- Unfortunately, the transmission of any information you provide via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data which is transmitted to our website; and any such transmission is undertaken at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Trademarks & Copyright

The brand names, product names, service names, designs, text and graphics, displayed on our website and in any material supplied to you in conjunction with the Scheme are trademarks, trade names, service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than the said holders and such use may constitute an infringement of the holders' rights.

General

- If there is any reason to believe that there has been a breach of these terms and conditions by you, we may, at our discretion, immediately exclude you from participating in the Scheme and terminate your Membership.
- We reserve the right to immediately suspend, cancel, or amend the Scheme without notice to you at any time at our discretion.
- These terms shall be governed by English law, and you and we submit to the exclusive jurisdiction of the courts of England and Wales.
- Should we find that your use of the scheme constitutes an action that Fujitsu, considers objectionable, damaging to its brand or reputation, or that we otherwise find unacceptable we reserve the right to terminate your account, immediately exclude you from participating in the Scheme and/or terminate your Membership.

Definitions and Interpretation

The following definitions apply to these terms:

Account: Shall mean any account with us which records the start date of your extended warranty, training and site visits as well as any benefits you have accrued in respect of a Distributor on behalf of your Authorised Business.

Authorised Business: Shall mean any legal entity which has purchased Qualifying Equipment from Fujitsu or one of our Distributors.

Benefits: Shall mean the benefits in exchange for which Rewards Value may be redeemed including but not limited to products listed on the Fujitsu Shop Website, vouchers or gift cards.

Claim Form: Voucher or marketing catalogue claims form issued from time to time to you by us or a Distributor.

Distributor: Shall mean our authorised distributors of Qualifying Equipment as listed on our website from time to time.

Chosen Distributor(s): Shall mean either us or the Distributor which you have chosen to be linked to an Account held by you.

Fujitsu Store Website: shall mean <https://www.fujitsu-general.com/uk/>

Member: Shall mean a member of the Scheme who is permitted to receive benefits behalf of an Authorised Business (and Membership shall be construed accordingly).

Qualifying Equipment: Shall mean any products purchased from a Distributor which we describe on our website as 'Splits', 'Multi Systems' or 'Variable Refrigerant Flow Systems (VRF)' and such other equipment and accessories which we identify as Qualifying Equipment from time to time. Notwithstanding the provisions of this definition, we shall be permitted at our absolute discretion to determine which equipment shall be Qualifying Equipment from time to time. For the avoidance of doubt spare parts for equipment shall not be considered Qualifying Equipment.

Qualifying Year: Shall mean a rolling 12-month rolling period from the current date

Rewards Value: Shall mean 2% of your total spend on qualifying products within a 12-month rolling period shown as a value for you to claim rewards

Scheme: Shall mean the customer rewards scheme operated by us under the "Comfort Club" name.

Voucher Points: points which once added to an Account may be redeemed by you in exchange for Benefits

We: Shall mean Fujitsu General Air Conditioning (UK) Ltd a company incorporated in England and Wales with registered number 06277345 whose registered office is at Unit 150, Centennial Park, Centennial Avenue, Elstree, Borehamwood, Hertfordshire

Website: Shall mean <http://www.fujitsu-general.com/uk>

You: Shall mean any person who has applied for, or obtained, Membership under the Scheme.

The following rules interpretation apply to these terms: Any phrase introduced by the terms including any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; A reference to writing or written includes faxes and emails.