

WindFree ProClub Incentive Terms and Conditions

1. Program Overview

This WindFree ProClub Incentive ("Program") is organised by [Samsung Electronics Australia] ("Samsung"), and is designed to reward AC installers ("AC Installer") for installing Samsung air conditioners purchased from eligible dealers and channels. Samsung may terminate, suspend, or vary the Program at any time in accordance with Clause 12.

Samsung Air Conditioner Products ("AC Products")
• Single Split (RAC/ CAC) • Multi Split (FJM)

2. Eligibility and Enrolment

2.1 By participating in this Program, each AC Installer agrees to be bound by these Terms and Conditions. Participation of this Program is open only to individuals who:

- Are at least 18 years old;
- Are lawfully permitted to perform installation services in [Australia]; and
- Comply with these Terms and Conditions (T&Cs) and all applicable laws.

2.2 Manual enrolment by Samsung: Participation is by invitation and manual enrolment by Samsung (or Samsung's authorised representative). An AC Installer is not enrolled unless Samsung confirms enrolment via push notification, email or sms.

2.3 Samsung may, at its discretion, refuse enrolment, suspend participation, or remove an AC Installer from the Program at any time, including for compliance-screening outcomes, suspected misconduct, or operational requirements.

2.4 Employees of Samsung (and its affiliates) and their immediate family members are not eligible unless Samsung states otherwise in writing.

2.5 Samsung reserves the right, at its sole discretion, to verify the eligibility of any AC Installers and to reject or disqualify any entry that does not comply with these T&Cs.

3. Incentives and Rewards

3.1 For every approved installation order that an AC Installer submits via the WindFree ProClub app, AC Installers are eligible to receive an incentive based on the schemes below. Incentive amounts are determined by Samsung. Eligible models are listed in Appendix 1.

(i) Basic Incentive Scheme

- a) Single Split (RAC/CAC) and Multi Split (FJM) SKU based incentive scheme: AC Installers are given a fixed amount per SKU, that may vary based on the capacity and type of air conditioner (Wall-mount, 1Way CST etc.);

(ii) Referral Incentive Scheme

- a) An AC Installer ("Referrer") may be eligible to receive a referral incentive for introducing a new AC Installer ("Referred Installer") to participate in the Program.
- b) The referral incentive of \$25 will be payable to the Referrer only after the Referred AC Installer's first claim has been successfully validated and paid by Samsung.
- c) Referral incentives do not impact Tier earnings.

3.2 Incentives are:

- Non-transferable;
- Any incentives or offers are subject to change and are determined at the sole discretion of Samsung;
- Issued at Samsung's sole discretion, based on verified sales data and compliance with these Terms;
- Subject to tax requirements; and
- Subject to validation and audit by Samsung.

3.3 Incentives will ordinarily be paid within 60 days upon full approval. However, processing times may vary. Any delay in payment beyond 60 days will not constitute a breach of these Terms, provided Samsung use reasonable efforts to process the incentive as soon as reasonably practicable.

4. Verification and Proof

4.1 Samsung requires proof for any claim to be submitted into WindFree ProClub app, including: job order number, delivery note, or retailer reference;

- a) Installation date;
- b) Proof of purchase
- c) Photo proof of installed indoor and outdoor units
- d) Scan the serial numbers of indoor and outdoor units through the Windfree ProClub app
- e) Any other documents reasonably required for audit, fraud prevention, or compliance.

Installation must be completed and claims submitted exclusively via the WindFree ProClub App within the 3 days of specified promotion end date.

4.2 Samsung may reject any claim where proof is incomplete, inconsistent, illegible, or reasonably suspected to be inaccurate.

4.3 Samsung's determination on eligibility, verification, tier assignment, and incentive entitlement is final, unless required otherwise by law.

5. Incentives and Payment Mechanics

5.1 Incentives are calculated based on Clause 3 above.

5.2 Payment flow via third party agent:

- a) Samsung will pay the incentive amounts to [The Consortium Clemenger] (Agent) for onward payment to eligible AC Installers.
- b) The Agent is responsible for payment onboarding, payment processing, and disbursing payments to AC Installers.

5.3 Incentives are not transferable and cannot be exchanged for other benefits unless Samsung expressly permits in writing.

5.4 Reversals: If an installation job is later found to be invalid (including due to refund, cancellation, chargeback, or breach), Samsung may disallow the claim and claw back or offset the relevant incentive amounts to the extent permitted by law.

6. Agent Non- Payment and Samsung Non-Liability

6.1 AC Installers acknowledge and agree that Samsung's payment obligation is satisfied once Samsung has paid the relevant incentive amount to the Agent under Clause 5.2.

6.2 To the maximum extent permitted by law, Samsung is not responsible or liable for any failure or delay by the Agent to pay AC Installers and any dispute between an installer and the Agent.

7. Tax Obligations

7.1 Any tax obligations or reporting requirements arising from the receipt of the incentive shall be the sole responsibility of the recipient or their employer. Samsung will not be liable for any such obligations under applicable laws.

7.2 Samsung may withhold or deduct amounts where required by applicable law or where required by a competent authority.

7.3 AC Installers must provide accurate identity and tax information where requested for compliance purposes. Failure may result in delayed payment or disqualification.

8. Fraud, Misconduct, and Disqualification

8.1 Samsung may disqualify an installer, reject claims, withhold unpaid incentives, and/or require repayment where Samsung reasonably believes there is:

- a) fraud, falsification, duplicate claims, or misrepresentation;
- b) tampering with serial numbers, documents, or proof;
- c) collusion with retailers, delivery teams, customers, or others to inflate claims;
- d) breach of these T&Cs or applicable law; or
- e) conduct that harms customers, Samsung's reputation, or Samsung's operations.

8.2 Samsung may report suspected wrongdoing to relevant authorities where appropriate.

9. Personal Data

9.1 Samsung may collect, use, disclose, and process personal data for Program administration, verification, payment processing, compliance checks, audit, fraud prevention, and dispute handling.

9.2 For more information about how personal data is collected, used, disclosed, stored and protected, AC Installers may refer to the Privacy Policy for Samsung WindFree ProClub.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, Samsung will not be liable for any indirect, incidental, special, or consequential loss arising from or in connection with the Program, including delays, system outages, or third party acts or omissions (including the Agent), except to the extent caused by Samsung's fraud or wilful misconduct.

11. No Employment, Partnership, or Agency

11.1 Nothing in the Program creates an employment, contractor, partnership, or agency relationship between Samsung and any AC Installers. AC Installers participate independently and at their own cost and risk.

12. Changes, Suspension, and Termination

12.1 Samsung may amend these T&Cs, tier thresholds, incentive rates, eligible models, verification requirements, claim windows, and the administration process at any time by notice via the WindFree ProClub app and/or email.

12.2 Samsung may suspend or terminate the Program (in whole or in part) at any time. Where reasonably practicable, Samsung will provide at least 14 days' prior notice of termination to allow Participants to submit eligible claims and redeem accrued incentives.

12.3 Upon termination:

- a. Participants may submit claims for Eligible Installations completed on or before the termination effective date, provided such claims are submitted within the applicable claim window;
- b. Incentives that have been properly submitted, verified, and approved prior to termination will be paid out in accordance with these T&Cs, subject to any budget limits and applicable law; and
- c. Any incentives not submitted, not verified, or not approved by the end of the claim window will lapse and will not be payable.

12.4 Nothing in this clause limits Samsung's right to immediately suspend or terminate the Program without prior notice where required by law, fraud prevention, system misuse, or circumstances beyond Samsung's reasonable control.

13. Disputes

13.1 Any dispute relating to claims, verification, tier assignment, or incentives must be raised within [30 days] of the relevant decision or event, together with supporting documents.

13.2 Samsung will review disputes within a reasonable period. Samsung's decision is final, unless required otherwise by law.

14. General

14.1 No waiver: A failure by Samsung to enforce any provision is not a waiver.

14.2 Severability: If any provision is invalid, the remaining provisions continue in effect.

14.3 Entire agreement: These T&Cs constitute the entire terms for the Program and supersede prior communications about the Program, to the extent inconsistent.

15. Legal Compliance, Anti-Bribery and Corruption

15.1 All AC Installers must comply with all applicable laws, regulations, and legal requirements, including but not limited to anti-bribery and anti-corruption laws such as the Criminal Code Act 1995 (Cth) and Corporations Act 2001 (Cth) and equivalent local laws. AC Installers must not, directly or indirectly, offer, give, request, or accept any form of bribe or improper advantage in connection with this Program. The incentives awarded under this Program must not be used to secure or influence any improper business or personal advantage. Samsung reserves the right to disqualify any AC Installers immediately upon reasonable belief of non-compliance with these obligations. Samsung may take further action as deemed appropriate to ensure compliance.

16. Confidentiality

16.1 Each AC Installer shall not, without the prior written approval of Samsung, disclose or publish (including without limitation on online platforms or social media) any confidential information provided to him or her, or to which he or she has access, as a result of participation in this Program.

17. Governing Law

17.1 These Terms and the Program shall be governed by and construed in accordance with the laws of New South Wales, Australia.

Appendix 1

Product Category	Product Description	IDU Product Code	Cashback Amount per Indoor Unit
RAC	AR40H, 2.5kW, Hiwall split	AR40H09C1AMNSA	\$10.00
RAC	AR40H, 3.5kW, Hiwall split	AR40H12C1AMNSA	\$20.00
RAC	AR40H, 5.0kW, Hiwall split	AR40H18C1AMNSA	\$30.00
RAC	AR40H, 7.0kW, Hiwall split	AR40H24C1AMNSA	\$50.00
RAC	AR70, 2.5kW, Hiwall split	AR70H09CADWNSA	\$25.00
RAC	AR70, 3.5kW, Hiwall split	AR70H12CADWNSA	\$35.00
RAC	AR70, 5.0kW, Hiwall split	AR70H18CADWNSA	\$50.00
RAC	AR70, 7.0kW, Hiwall split	AR70H24CADWNSA	\$70.00
RAC	AR70, 8.0kW, Hiwall split	AR70H30CADWNSA	\$80.00
RAC	AERO, 2.5kW, Hiwall split	AR09DXFZCWKNSA	\$25.00
RAC	AERO, 3.5kW, Hiwall split	AR12DXFZCWKNSA	\$35.00
RAC	AERO, 5.0kW, Hiwall split	AR18DXFZCWKNSA	\$50.00
RAC	AERO, 7.0kW, Hiwall split	AR24DXFZCWKNSA	\$70.00
RAC	AERO, 8.0kW, Hiwall split	AR30DXFZCWKNSA	\$80.00
RAC	GEO WF, 2.5kW, Hiwall split	AR09DXEANWKNSA	\$25.00
RAC	GEO WF, 3.5kW, Hiwall split	AR12DXEANWKNSA	\$35.00
RAC	GEO WF, 5.0kW, Hiwall split	AR18DXEANWKNSA	\$50.00
RAC	GEO WF, 7.0kW, Hiwall split	AR24DXEANWKNSA	\$70.00
RAC	GEO WF, 8.0kW, Hiwall split	AR30DXEANWKNSA	\$80.00
CAC	5.2kW Slim Line Duct split	AC052TNHDKG/SA	\$50.00
CAC	7.1kW Slim Line Duct split	AC071TNHDKG/SA	\$70.00
CAC	8.5kW Slim Line Duct split	AC090TNHDKG/SA	\$90.00
CAC	10.0kW Slim Line Duct split	AC100TNHDKG/SA	\$100.00
CAC	12.0kW Slim Line Duct split	AC120TNHDKG/SA	\$120.00
CAC	14.0kW Slim Line Duct split	AC140TNHDKG/SA	\$140.00
CAC	16.0kW Splittable Duct split	AC160TNHFKG/SA	\$160.00
CAC	18.0kW Splittable Duct, R410A	AC180JNHFKH/SA	\$180.00
CAC	10.0kW, splittable indoor, R32	AC100TNHPKG/SA	\$100.00
CAC	12.5kW, splittable indoor, R32	AC120TNHPKG/SA	\$120.00
CAC	14.0kW, splittable indoor, R32	AC140TNHPKG/SA	\$140.00
CAC	15.5kW, splittable indoor, R32	AC160TNHPKG/SA	\$160.00
CAC	360° Cassette	AC071TN4PKG/SA	\$70.00
CAC	360° Cassette	AC100TN4PKG/SA	\$100.00
CAC	360° Cassette	AC120TN4PKG/SA	\$120.00
CAC	360° Cassette	AC140TN4PKG/SA	\$140.00
CAC	4way CST	AC071TN4DKG/SA	\$70.00
CAC	4way CST	AC100TN4DKG/SA	\$100.00
CAC	4way CST	AC120TN4DKG/SA	\$120.00
CAC	4way CST	AC140TN4DKG/SA	\$140.00

Product Category	Product Description	IDU Product Code	Cashback Amount per Indoor Unit
CAC	DLX, Duct-Slimline	AC071HEHDKG/SA	\$70.00
CAC	DLX, Duct-Slimline	AC090HEHDKG/SA	\$90.00
CAC	DLX, Duct-Slimline	AC100HEHDKG/SA	\$100.00
CAC	DLX, Duct-Slimline	AC120HEHDKG/SA	\$120.00
CAC	DLX, Duct-Slimline	AC140HEHDKG/SA	\$140.00
CAC	DLX, Duct-Splittable	AC100HEHPKG/SA	\$100.00
CAC	DLX, Duct-Splittable	AC120HEHPKG/SA	\$120.00
CAC	DLX, Duct-Splittable	AC140HEHPKG/SA	\$140.00
CAC	DLX, Duct-Splittable	AC160HEHPKG/SA	\$160.00
CAC	DLX, Duct-Splittable	AC180HEHPKG/SA	\$180.00
CAC	DLX, Duct-Splittable	AC200HEHPKG/SA	\$200.00
CAC	PRM, Duct-Splittable	AC100HEHFKG/SA	\$100.00
CAC	PRM, Duct-Splittable	AC120HEHFKG/SA	\$120.00
CAC	PRM, Duct-Splittable	AC140HEHFKG/SA	\$140.00
CAC	PRM, Duct-Splittable	AC160HEHFKG/SA	\$160.00
CAC	PRM, Duct-Splittable	AC180HEHFKG/SA	\$180.00
CAC	DLX, 4Way Cassette	AC071HE4DKG/SA	\$70.00
CAC	DLX, 4Way Cassette	AC100HE4DKG/SA	\$100.00
CAC	DLX, 4Way Cassette	AC120HE4DKG/SA	\$120.00
CAC	DLX, 4Way Cassette	AC140HE4DKG/SA	\$140.00
CAC	DLX, 360 Cassette	AC071HE6DKG/SA	\$70.00
CAC	DLX, 360 Cassette	AC100HE6DKG/SA	\$100.00
CAC	DLX, 360 Cassette	AC120HE6DKG/SA	\$120.00
CAC	DLX, 360 Cassette	AC140HE6DKG/SA	\$140.00

Product Category	Product Description	IDU Product Code	Cashback Amount per Indoor Unit
FJM	FJM, RAC WF	AJ025FEAPKF/EA	\$25.00
FJM	FJM, RAC WF	AJ035FEAPKF/EA	\$25.00
FJM	FJM, RAC WF	AJ050FEAPKF/EA	\$25.00
FJM	FJM, RAC WF	AJ071FEAPKF/EA	\$25.00
FJM	FJM, RAC WF Black	AJ025HEALKG/EA	\$25.00
FJM	FJM, RAC WF Black	AJ035HEALKG/EA	\$25.00
FJM	FJM, RAC WF Black	AJ050HEALKG/EA	\$25.00
FJM	FJM, RAC WF Black	AJ071HEALKG/EA	\$25.00
FJM	FJM, 1 way CST	AJ026FE1PKF/EA	\$25.00
FJM	FJM, 1 way CST	AJ035FE1PKF/EA	\$25.00
FJM	FJM, 1 way CST	AJ052FE1PKF/EA	\$25.00
FJM	FJM, 1 way CST	AJ065FE1PKF/EA	\$25.00
FJM	FJM, 1way CST - Infinite	AJ026FE1FKF/EA	\$25.00
FJM	FJM, 1way CST - Infinite	AJ035FE1FKF/EA	\$25.00
FJM	FJM, 1way CST - Infinite	AJ052FE1FKF/EA	\$25.00
FJM	FJM, 1way CST - Infinite	AJ060FE1FKF/EA	\$25.00
FJM	FJM, 360 CST	AJ052FE6PKF/EA	\$25.00
FJM	FJM, 360 CST	AJ071FE6PKF/EA	\$25.00
FJM	FJM, LSP Duct	AJ026HELPKG/EA	\$25.00
FJM	FJM, LSP Duct	AJ035HELPKG/EA	\$25.00
FJM	FJM, LSP Duct	AJ052HELPKG/EA	\$25.00
FJM	FJM, LSP Duct	AJ071HELPKG/EA	\$25.00
FJM	FJM, RAC WF	AJ020TNAPKH/EA	\$25.00
FJM	FJM, RAC WF	AJ025TNAPKH/EA	\$25.00
FJM	FJM, RAC WF	AJ035TNAPKH/EA	\$25.00
FJM	FJM, RAC WF	AJ050TNAPKH/EA	\$25.00
FJM	FJM, RAC WF	AJ068TNAPKH/EA	\$25.00
FJM	FJM, RAC Geo	AJ020TNTDKH/EA	\$25.00
FJM	FJM, RAC Geo	AJ025TNTDKH/EA	\$25.00
FJM	FJM, RAC Geo	AJ035TNTDKH/EA	\$25.00
FJM	FJM, RAC Geo	AJ050TNTDKH/EA	\$25.00
FJM	FJM, RAC Geo	AJ068TNTDKH/EA	\$25.00
FJM	FJM, 1 way CST	AJ026TN1DKH/EA	\$25.00
FJM	FJM, 1 way CST	AJ035TN1DKH/EA	\$25.00
FJM	FJM, 1 way CST	AJ052TN1DKH/EA	\$25.00
FJM	FJM, LSP Duct	AJ026TNLPKH/EA	\$25.00
FJM	FJM, LSP Duct	AJ035TNLPKH/EA	\$25.00
FJM	FJM, LSP Duct	AJ052TNLPKH/EA	\$25.00
FJM	FJM, LSP Duct	AJ071TNLPKH/EA	\$25.00