

### **TERMS AND CONDITIONS**

- Participation in this Canon Summer Cash Back 2021 promotion (Promotion) is deemed acceptance of these terms. Information and instructions on how to participate form part of these terms.
- 2. The purchase period starts on 18 November 2021 and closes on 19 January 2022 (**Purchase Period**).

### Eligibility

- 3. The Promotion is open to individual Australian residents who are not employees or immediate family members of employees, of the Promoter or its related companies (**Participants**).
- 4. Participants who are under the age of 18 must have the consent of their parent or legal guardian to participate in this Promotion, agree to these terms, and submit a Claim. Participants must provide evidence of consent if requested by the Promoter.
- 5. To be eligible to submit a Claim, Participants must make an "Eligible Purchase" of a new (not pre-owned) Eligible Product (as described in clause 8) during the Purchase Period from an authorised Canon Australia retailer in the Canon Australia distribution channel
- See <a href="https://www.canon.com.au/summer2021">www.canon.com.au/summer2021</a> to find authorised Canon Australia retailers. If in doubt, or a particular retailer is not included in this list, please contact the Promoter first to confirm whether the retailer is an authorised Canon Australia reseller. Sydney International JB Store is excluded from the Promotion.
- Canon-branded products purchased from any source other than Canon Australia's official distribution channel (including 'grey', 'parallel' or 'direct' imports) are not Canon Australia products and are ineligible for this Promotion.

## **Eligible Purchase**

8. The Eligible Products and the applicable "Cash Back" amounts are as follows:

Eligible Products	Cash Back Value
EOS 1D-X Mark III Body + 512GB CFExpress card & reader	\$350
EOS 5D Mark IV Body	\$350
EOS 5D Mark IV Premium Kit with EF 24-105mm f/4L IS II USM Lens	\$350
Canon EOS C70 RF Mount Compact Cinema EOS Camera Body	\$350
EOS R5 Body	\$250
EOS 6D Mark II Body	\$200
EOS 6D Mark II Premium Kit with EF 24-105mm f/3.5-5.6 IS STM Lens	\$200
EOS R6 Body	\$200
EOS R6 Single Kit with RF 24-105mm f/4-7.1 IS STM Lens	\$200

EOS R Body	\$150
EOS R Limited Edition Kit with RF 50mm f/1.8 STM Lens	\$150
EOS 90D Body	\$100
EOS 90D Single Kit with EF-S 18- 55mm f/3.5-5.6 IS STM Lens	\$100
EOS 90D Super Kit with EF-S 18- 135mm f/3.5-5.6 IS USM Lens	\$100
EOS RP Body	\$100
EOS RP Single Kit with RF 24-105mm f/4-7.1 IS STM Lens	\$100
EOS RP Limited Edition Kit with RF 50mm f/1.8 STM Lens	\$100
EOS M6 Mark II Single Kit with EF-M 15-45mm lens and EVFDC2	\$100
PowerShot G1 X Mark III	\$70
PowerShot G5 X Mark II	\$70
PowerShot G7 X Mark III Silver	\$70
PowerShot G7 X Mark III Black	\$70

9. Each authorised Canon Australia retailer stocks different models and availability of some models in a particular retailer may be limited. This Promotion applies while stocks are available. Contact your retailer for details.

## How to make a Claim

- 10. A Participant can submit a claim for Cash Back after they make an Eligible Purchase by submitting an online claim form at <a href="https://www.canon.com.au/summer2021">www.canon.com.au/summer2021</a> (Claim). A receipt must be attached to any Claim for proof of purchase.
- No more than 3 Eligible Products may be claimed per household.
- 12. To submit a Claim, Participants must visit <a href="https://www.canon.com.au/summer2021">www.canon.com.au/summer2021</a> and input their details, including their full name, phone number, valid email address and physical address, then submit the Claim online along with an uploaded copy of their receipt and serial number of their Eligible Purchase by 29 January 2022.
- 13. Claims may be paid via bank transfer (EFT) or Participant's may instead choose to claim a digital or physical VISA gift card. Participants must make a selection at the time of making a Claim and cannot change their preference once a Claim in submitted.
- 14. Participants can contact the Promoter via email at support@canonpromotions.com.au by 29 January 2022 if they need assistance accessing and processing the claim form.
- 15. A Participant forfeits their right to Cash Back if they fail to produce a valid receipt and serial number.

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### Canon Australia Summer Cash Back 2021 Promotion



- No responsibility is accepted by the Promoter for late or misdirected claims and no correspondence will be entered into
- 17. Participants agree that they may be requested to provide additional personal information, e.g. a photo identification document or address, where the Promoter reasonably determines that this is necessary to verify the identity or eligibility of the Participant.

### **Processing and Payment**

- 18. Participants must allow 3 business days for validation from the date a Claim is submitted. Once validated, Participants will receive a confirmation email.
- 19. If a Claim is deemed invalid the Participant will receive notification of decline via email, with the reason for decline and the opportunity to supply additional information to support their Claim (if applicable) within 7 business days.
- 20. If a Claim is deemed valid the Participant will receive (as per their chosen selection) either a:
- (a) electronic bank transfer (EFT) deposited as per the bank account details provided on the online Claim form within 10 business days of validation;
- (b) digital Visa card via email to the email address provided on the online claim form within 7 business days of validation. Claimants must then follow the steps detailed within the email to use their digital Visa card. To read the full digital Visa card Terms and Conditions, go to https://truerewards.com.au/visa-gift-card-terms; or
- (c) physical Visa card sent to the delivery address provided on the online Claim form. Cards will be sent via standard post within 14 business days of confirmation of the claim being approved. Participants must then follow the instructions accompanying the prepaid physical Visa gift card in order to activate and use the card by the specified dates. The prepaid physical Visa gift is subject to the terms and conditions

https://rewardscometrue.com.au/information/card-holder-19-digit-tcs.

- 21. The Promoter uses all reasonable effort to ensure that the timeframes specified in these Terms are met but Participants accept that time frames may vary due to circumstances outside the Promoter's reasonable control, including but not limited to postal delays, or delays in bank processing.
- 22. Claims will be given to the Participant named on the valid Claim form submitted to the Promoter.
- 23. It is the responsibility of the Participant to provide correct details. Delays and non-payment of Claims that arise as a result of supplying incorrect details are the responsibility of the Participant.

# Conditions of selecting a Visa Gift Card

- 24. The digital and physical Visa cards are issued by iGoDirect Group Pty Ltd and its related bodies corporate (**iGoDirect**) and Terms and Conditions apply as specified above in clause 20
- 25. After the Visa cards have expired they are no longer valid, and all transactions will be declined. Participant has no right to receive a refund of any unused value remaining and that unused value will become iGoDirect's property immediately following the expiry date unless it elects otherwise.

- 26. Subject to being activated within the specified time frame, the physical VISA card is valid for 12 months from the date of production. The Card is produced at the time a Claim is validated, and then it is sent to the Participant. Participants should refer to the expiry date stated on the paperwork provided. The card must be activated within 6 months of production or it will expire early (refer to the required date of activation on the paperwork provided).
- 27. The digital VISA card is valid for 12 months from the date of production. Participants should refer to the expiry date stated on the paperwork provided. Use of the digital VISA card requires the Participant to download an app.

### **Collection of Personal Information**

- 28. The Promoter collects personal information in connection with this Promotion in order to conduct the Promotion. The Promoter may, for the purpose of conducting this Promotion, disclose such information to third parties, including agents, contractors, service providers, suppliers and, as required, to regulatory agencies. Participation is conditional on providing this information.
- 29. Personal information collected by the Promoter in connection with this Promotion will be managed in accordance with its Privacy Policy (available at www.canon.com.au/Privacy-Policy), which contains information about access, correction and complaint processes.

### Conditions that may invalidate a Claim

- 30. The Promoter reserves the right at any time to verify the eligibility of Participants and the validity of a Claim (including contacting the place of purchase), and to invalidate any Claim that is not in accordance with these terms, or to disqualify any Participant who tampers with the Promotion.
- 31. A Participant forfeits their right to make a Claim and if the Eligible Purchase is subsequently returned or refunded for change of mind.
- 32. If a Participant receives their Cash Back and subsequently returns or refunds the Eligible Product under a change of mind policy, the Promoter may invoice the Participant for the full value of the Cash Back. The Promoter reserves the right to take appropriate action where the Participant does not pay the invoice.
- 33. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
- 34. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 35. If this Promotion is interfered with in any way or is not capable of being conducted as 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:
  - a. disqualify any Participant; or
  - b. modify, suspend, terminate or cancel the promotion as appropriate.

### General

36. Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and

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### **Canon Australia Summer Cash Back 2021 Promotion**



- Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).
- 37. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability 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: (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 receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and (d) any tax liability incurred by a Participant.
- 38. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
- 39. The Promoter may accept errors and omissions at its discretion and its failure to enforce any of its rights is not a waiver of those rights.
- 40. The Promoter uses a commercially reasonable level of skill and care in providing its website and running the Promotion. However, with any digitally entered Claim, the Promoter cannot guarantee its website will be live or error free at all times during the Promotion so Participants should leave ample time to submit their Claim.
- 41. If any provision of these terms is unenforceable for any reason, such provision shall be severed from these terms and the remaining terms will remain in full force and effect.
- 42. These terms are governed by the laws in New South Wales. All Entrants submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 43. The Promoter is Canon Australia Pty Ltd of Building A, The Park Estate, 5 Talavera Road Macquarie Park NSW 2113 (ABN 66 005 002 951) Ph: 13 23 53 (Promoter). END

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