

## **WIN BACK YOUR PURCHASE PROMOTION - TERMS & CONDITIONS**

1. Information and instructions on how to enter this competition form part of these Terms and Conditions. By participating in this Competition, consumers accept these Terms and Conditions and agree to be contractually bound by them.
2. The Promoter is Digital Camera Warehouse.
3. Entry is open to Australian residents only.
4. The promotion is valid for the first 1000 orders over \$499 in one transaction.
5. To enter, individuals must make a minimum of \$499 purchase in one transaction at the Digital Camera Warehouse store or on [www.digitalcamerawarehouse.com.au](http://www.digitalcamerawarehouse.com.au) from Tuesday 19th October 2021 to Sunday 31st October 2021.

The winning customer will receive the value of their purchase, up to \$2999, in the form of a refund. If the total purchase price exceeds \$2999, the amount of \$2999 will be refunded. If the total purchase price is less than \$2999, the total order value, as shown on the invoice, will be refunded, with the remaining balance of the \$2999 prize value void.

6. Promotion commences at 5:00 pm AEST on Tuesday 19th October 2021 and ends at 5:00 pm AEST on Sunday 31st October 2021.
7. Multiple entries per person are permitted.
8. Only one (1) order will be randomly selected from orders placed at [www.digitalcamerawarehouse.com.au](http://www.digitalcamerawarehouse.com.au) or the Digital Camera Warehouse store within the competition period.
9. Digital Camera Warehouse reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, at its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. The draw for the promotion will take place on 15th November 2021, at the Digital Camera Warehouse Store, 174 Canterbury Road, Canterbury, NSW
11. The winner will be notified via email or telephone. The winner will be announced on the Digital Camera Warehouse social media platforms and on [www.digitalcamerawarehouse.com.au](http://www.digitalcamerawarehouse.com.au)
12. The Promoter is not liable for a winner who cannot be contacted.
13. The prize is not transferable or exchangeable.

14. The Promoter's decision is final, and no correspondence will be entered into.

15. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Participant. Identification considered suitable for determination is at the sole discretion of the Promoter.

16. The Promoter reserves the right to withdraw, cancel, or amend the competition, or these terms and conditions, at any stage or at any time without any liability to the Participant, but will always endeavour to minimise the effect to participants to avoid undue disappointment.

17. The Promoter's decision on all matters pertaining to the Competition, including but not limited to any dispute as to the voting, identity of a Participant, eligibility to become an Eligible Participant or the Prizes is final and binding. No correspondence will be entered into between the Promoter and the Participants in this respect.

18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, at its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

19. Nothing in these Terms and Conditions limits excludes or modifies the statutory consumer guarantees provided under the Competition and Consumer Act 2010 (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), 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 Competition, including, but not limited to, where arising out of the following: (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 entry or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in offer value to that stated in these Terms and Conditions; or (e) participation in this Competition or any use of a Gift.

20. The agreement which comes into force under these Terms and Conditions is governed by and must be construed in accordance with the laws in force in New South Wales, and the Participant and the Promoter submit to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Competition.