

TERMS AND CONDITIONS

1. Participation in this Canon Spring 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 1 August 2021 and closes on 5 October 2021 (**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 be able to provide evidence of this 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) product (as described in clause 8) during the Purchase Period from an authorised Canon Australia retailer in the Canon Australia distribution channel
6. See www.canon.com.au/2021Spring 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.
7. 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 Purchases and the applicable Spring Cash Back amounts (**Cash Back**) are exclusively as follows:

Eligible Models	Cash Back Value
EOS-1D X Mark III Body	\$250
EOS R5 Body	\$250
EOS 5D Mark IV Premium Kit with EF 24-105mm f/3.5-5.6 IS STM Lens	\$250
EOS 5D Mark IV Body	\$200
EOS R6 Single Kit with RF 24-105mm f/4-7.1 IS STM Lens	\$200
EOS R6 Body	\$150
EOS R Body	\$150
EOS RP Single Kit with RF 24-105mm f/4-7.1 IS STM Lens	\$150
EOS 6D Mark II Premium Kit with EF 24-105mm f/3.5-5.6 IS STM Lens	\$150
EOS RP Body	\$100

EOS 6D Mark II Body	\$100
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 M6 Mark II	\$100

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

9. A Participant can submit a claim for a Cash Back after they make an Eligible Purchase by submitting an online claim form at www.canon.com.au/2021Spring (**Claim**). A receipt must be attached to any Claim for proof of purchase.
10. No more than 1 Eligible Purchase may be claimed per household.
11. To submit a Claim, Participants must visit www.canon.com.au/2021Spring and input their details, including their full name, valid email address and bank details (to receive a Cash back), then submit the Claim online along with an uploaded copy of their receipt, serial number and photo of their Eligible Purchase by 15 October 2021 or
12. Participants can contact the Promoter on email promotions@canon.com.au if they need assistance accessing and processing the claim form by 15 October 2021
13. A Participant forfeits their right to a Cash Back if they fail to produce a receipt and serial number
14. No responsibility will be accepted by the Promoter for late or misdirected claims and no correspondence will be entered into.

Payment

15. Claims will be given to the Participant named on the valid Claim form submitted to the Promoter.
16. It is the responsibility of the Participant to provide the correct details. Delays and non-payment of Claims that arise as a result of supplying incorrect details are the responsibility of the Participant.
17. Claims will be processed within 30 working days of the Promoter verifying the claim by completing bank details for a Cash Back via Electronic Funds Transfer (EFT).
18. The Participant cannot change their payment details after submitting the Claim.
19. Claims are not transferable or assignable in its entirety as well as any unused portion.

Collection of Personal Information

20. The Promoter collects personal information in connection with this promotion 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.

21. 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

22. 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.
23. A Participant forfeits their right to make a Claim and to a Cash Back if the Eligible Purchase is subsequently returned or refunded for change of mind.
24. If a Participant receives their Cash Back and subsequently returns or refunds the Eligible Purchase under a change of mind policy, the Participant must immediately return the Cash Back money to the Promoter. If the Participant fails to do so, 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 breaches this clause or does not pay the invoice.
25. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
26. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. 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:
- disqualify any Participant; or
 - modify, suspend, terminate or cancel the promotion as appropriate.

General

28. 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 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**).
29. 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.
30. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.

31. 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.
32. 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 Eligible Participants should leave ample time to submit their Claim.
33. 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.
34. 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.
35. 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**