

Canon EOFY Loyalty Bonus Promotion Quarter 2 2021

TERMS AND CONDITIONS

- Participating in this 'Canon EOFY Loyalty Bonus' promotion (**Promotion**) is deemed acceptance of these terms. Information explaining how to participate is part of these terms. Participation is invalid in conjunction with any other Canon offer.
- This Promotion starts on 1 April 2021 and ends on 30 June 2021 (**Promotion Period**).

Eligible Participants

- 'Eligible Participants' for:
 - Canon Australia are Australian businesses (with a valid ABN) that purchase an Eligible Model in the Promotion Period from a Canon Business Agent to replace a Canon-branded multifunction device on the Promoter's Agreement and the Eligible Model is installed by 31 August 2021.
 - for participating authorised Canon Partners (**Partner**) are Australian businesses (with a valid ABN) that purchase an Eligible Model in the Promotion Period from that Partner to replace a Canon-branded multifunction device on the Partner's Agreement and the Eligible Model is installed by 31 August 2021.
- This Promotion is not open to franchisees, new or existing tender business, educational institutions, government or national account customers or the Promoter's resellers or distributors.
- 'Eligible Models' are the new (not second hand or refurbished) multifunction device models and corresponding '**Bonus**' for each Eligible Model stated below:

Eligible Models	Bonus
iR-ADV DX C5840i	\$700.00

Promotion Offer

- Each Eligible Participant may claim a Bonus amount for each Eligible Model it purchases where:
 - the term of the Agreement is a maximum of 60 months;
 - the Eligible Model must be installed by 31 August 2021;
 - the Eligible Participant satisfies the Promoter's credit checks; and
 - the applicable parties correctly execute the Agreement for at least one of the Eligible Models in the Promotion Period.
- The Bonus value is not exchangeable or transferable and cannot be taken as cash.

- If the Eligible Participant returns any Eligible Model for any reason (except the Promoter's default or replacement (under the Agreement) it agrees the Promoter may invoice it for the Bonus amount and it must pay that amount to the Promoter within 30 days of the invoice date.

Bonus Claim and Payment Process

- To '**Claim**' a Bonus for the Current Promotion Period, Eligible Participants must complete the requisite claim form on the Promoter's website at <https://www.canon.com.au/loyaltyclaim> including business name, ABN, valid email and postal addresses and installed Eligible Model details by 31 August 2021.
- When the Promoter receives a Claim, it will check it complies with these Promotion terms and, if so, the Promoter will pay the Bonus by EFT to the Eligible Participant's nominated bank account within 30 days of the Promoter validating the Claim.
- The Eligible Participant must provide its correct address and personal details to the Promoter and it is solely responsible for any delays and non-payment of Claims due to its providing incorrect details.

Promoter's Decision

- The Promoter's decision is final and no correspondence will be entered into.
- If this Promotion is interfered with in any way or is incapable of being conducted as reasonably anticipated for any reason, including technical difficulties, unauthorised intervention or fraud, the Promoter may, in its sole discretion and to the extent the law permits:
 - disqualify any Eligible Participant; or
 - subject to any regulatory authority's written directions, modify, suspend, terminate or cancel this Promotion, as appropriate.
- 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.
- 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.

Privacy

- The Promoter manages any personal information it collects subject to its Privacy Policy available at www.canon.com.au/Privacy-Policy that contains access, correction and complaint process details.

Liability

17. Eligible Participants may have legal rights, including consumer guarantees under *Australian Consumer Law* that may not be excluded or limited under law. Subject to this, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) whether direct, indirect, special or consequential for any loss or damage arising in connection with this Promotion including any:
 - a. technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. theft, unauthorised access or third party interference;
 - c. Claims that are late, lost, altered, damaged or misdirected (whether or not after the Promoter receipts it) due to any reason beyond the Promoter's reasonable control;
 - d. variation in Promotion value to that stated in these terms;
 - e. tax liability incurred by a winner or entrant; or
 - f. the Eligible Participant's use of the Promotion.
18. The Promoter recommends the Eligible Participant contact their own accountant or tax advisor for the purpose of this Promotion.
19. The Eligible Participant is responsible for any bank transaction fees associated with the EFT payment of the Bonus value.

General

20. All currency references are in Australian dollars and exclude GST.
21. These terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.
22. **'Agreement'** means (as applicable):
 - a. the Promoter's standard terms; or
 - b. the BIS Partner's standard terms.
23. The **'Promoter'** is Canon Australia Pty Ltd (ABN 66 005 002 951) of Building A, The Park Estate, 5 Talavera Road, Macquarie Park NSW 2113. Phone: 13 23 53. **END**

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