

TERMS AND CONDITIONS

1. Participation in this Canon Australia October / November Cash Back 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 19 October 2017 and closes on 13 November 2017 (**Purchase Period**).

Eligibility

3. The promotion is open to individual Australian residents and is not available in conjunction with any staff discounts available to officers and employees of the Promoter or its related companies (**Participants**).

Eligible Purchase

4. An “**Eligible Purchase**” is the purchase of any new (not pre-owned) Eligible Product (listed in clause 7) during the Purchase Period from Canon Australia’s official online store (<http://store.canon.com.au>) or from an authorised Canon Australia retailer in the Canon Australia distribution channel.
5. See www.canon.com.au/cashback 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.
6. Canon-branded products purchased from any source other than Canon Australia’s official online store or from an authorised Canon Australia retailer in the Canon Australia distribution channel (including ‘grey’, ‘parallel’ or ‘direct’ imports) are not Canon Australia products and do not constitute an Eligible Purchase.

Eligible Products

7. The “**Eligible Products**” and the applicable cash back amounts (**Cash Back**) are as follows:

Eligible Products	Cash Back
EOS M3 body or standard Canon kits	\$150
EOS M5 body or standard Canon kits	\$200
EOS M6 body or standard Canon kits	\$200
EOS 77D body or standard Canon kits	\$150
EOS 800D body or standard Canon kits	\$150

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

8. A Participant can submit a claim for Cash Back when they make an Eligible Purchase (**Claim**).
9. The online claim form must be completed and submitted for each separate Eligible Product purchased. If multiple Eligible Products are purchased in one transaction, a separate Claim must be made for each Eligible Product, though the same receipt may be attached to each Claim.
10. Only one Claim may be submitted per Eligible Product.
11. To submit a Claim, Participants must visit canon.com.au/cashback and input their details, including their full name, valid email address, and bank account details (to receive an electronic funds transfer (EFT)) OR postal address (to receive a gift card), then either:

- a. submit the Claim online along with an uploaded copy of their receipt by 11 December 2017; or
- b. mail a copy of their receipt together with a printed copy of the completed Claim form to “Canon Cash Back, PO Box 610, Artarmon, NSW 2064” in time to be received by last mail on 11 January 2018.

12. Participants can contact the Promoter on 1800 960 733 or email cashback@canon.com.au if they need assistance accessing and processing the claim form.
13. A Participant forfeits their right to a Cash Back if they fail to produce a receipt.
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 paid 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 sending an VISA Gift Card or completing an Electronic Funds Transfer (EFT).
18. The Participant cannot change their preferred payment method after submitting the Claim.
19. If a Participant chooses to receive a Gift Card, this is subject to the issuer’s terms of use (available at <https://ichoosegift.mycardplace.com/cholder/>). The VISA Gift Card comes already activated and will be valid for 12 months from the date of being posted by the Promoter.
20. Any bank transaction fees associated with clearing funds, or any other costs associated with accessing the promotion website, scanning or copying receipts, or otherwise submitting a Claim is the responsibility of the Participant.
21. Claims are not transferable or assignable.

Collection of Personal Information

22. 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.
23. 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

24. 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 and Conditions, or to disqualify any Participant who tampers with the Promotion.
25. A Participant forfeits their right to make a Claim and to a Cash Back if the Eligible Product is subsequently returned or refunded (and except where the product is replaced).
26. If a Participant receives their Cash Back and subsequently returns or refunds the Eligible Product (except in cases of replacement), the Participant must immediately return the Cash Back money to the Promoter. Claims taken as Gift Cards may be deactivated by the Promoter and where this is not possible, must be returned by the Participant as a money transfer to the Promoter. Where the

Participant fails to do so, the Promoter reserves the right to issue the Participant with an invoice for the applicable Cash Back amount, which is to be paid to the Promoter's nominated bank account within 14 days. The Promoter reserves the right to take appropriate action where the Participant breaches this clause or does not pay the invoice.

27. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
28. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. 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

30. Nothing in these Terms and Conditions 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**).
31. 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.
32. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
33. If any provision of these Terms and Conditions is unenforceable for any reason, such provision shall be severed from these Terms and Conditions and the remaining Terms and Conditions 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**