

TERMS AND CONDITIONS

- Participation in this Canon VISA Gift Card 2020 promotion (**Promotion**) is deemed acceptance of these terms. Information and instructions on how to participate form part of these terms.
- The purchase period starts on 1 July 2020 and closes on 31 August 2020 (**Purchase Period**).

Eligibility

- 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**).
- 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.
- 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 Canon Australia's official online store (<http://store.canon.com.au>) or from an authorised Canon Australia retailer in the Canon Australia distribution channel
- See www.canon.com.au/visagiftcard 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

- The Eligible Purchases and the applicable VISA gift card amounts (**Gift Card**) are exclusively as follows:

Eligible Models	Visa Card Value
EOS M50	\$80
EOS 200D Mark II	\$80
EOS M6 Mark II	\$150
EOS 90D	\$150
EOS 6D Mark II	\$150
EOS RP	\$150
EOS 5D Mark IV	\$250
EOS R	\$250

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

- A Participant can submit a claim for VISA Gift Card after they make an Eligible Purchase by submitting an online claim form at www.canon.com.au/visagiftcard (**Claim**). A receipt must be attached to any Claim for proof of purchase.
- No more than 1 Eligible Purchase may be claimed per household.
- To submit a Claim, Participants must visit www.canon.com.au/visagiftcard and input their details, including their full name, valid email address and delivery address (to receive a VISA Gift Card)), then either:
 - submit the Claim online along with an uploaded copy of their receipt, serial number and photo of their Eligible Purchase by **31 October 2020**; or
 - mail a copy of their receipt together with their serial number, photo of their Eligible Purchase, and a printed copy of the completed Claim form to "Promotions, PO Box 610, Artarmon, NSW 2064" in time to be received by last mail on **31 October 2020**.
- Participants can contact the Promoter on email promotions@canon.com.au if they need assistance accessing and processing the claim form.
- A Participant forfeits their right to a VISA Gift Card if they fail to produce a receipt.
- No responsibility will be accepted by the Promoter for late or misdirected claims and no correspondence will be entered into.

Payment

- Claims will be given to the Participant named on the valid Claim form submitted to the Promoter.
- 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.
- Claims will be processed within 30 working days of the Promoter verifying the claim by completing delivery of a VISA gift card
- The Participant cannot change their address location after submitting the Claim.
- Claims are not transferable or assignable in its entirety as well as any unused portion.

Collection of Personal Information

- 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.
- 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

- 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 VISA Gift Card if the Eligible Purchase is subsequently returned or refunded for change of mind.
24. If a Participant receives their VISA Gift Card and subsequently returns or refunds the Eligible Purchase under a change of mind policy, the Participant must immediately return the VISA Gift Card to the Promoter. If the Participant fails to do so, the Promoter may invoice the Participant for the full value of the VISA Gift Card. The Promoter reserves the right to take appropriate action where the Participant breaches this clause or does not pay the invoice.
- 25.
26. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
27. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. 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

29. 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**).
30. 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.
31. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
32. 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.
33. 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.
34. 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**