

Terms and Conditions

1. By entering into this application process, the Applicant agrees to the following terms and conditions (**Terms**). Information and instructions explaining how to participate is part of these terms.
2. Applicants must be an individual Australian resident, entering on behalf of a group, or an Australian legal entity (**Applicant**).
3. There are 3 grants available under the Canon Oceania Grants, Australia Program: an Educational Grant, a Community Grant and a Small Business Grant.
4. Canon will award \$2,500 cash and up to \$2,500 worth of Canon Product (**Grant**) to the successful Applicant (**Grant Recipient**) in each Grant category.
5. **“Canon Product”** means Canon-branded digital cameras, digital video cameras, inkjet and photo printers, binoculars, flatbed scanners, photographic lenses and small-office multifunctional devices.

Phase 1: Applications

6. To apply, Applicants must:
 - a. complete the application form located on Canon’s website www.canon.com.au/grants; and
 - b. provide a pictorial representation of the Applicant’s aims such as a photograph, drawing, collage or artistic representation (**Application**).
7. Applicants must apply under 1 of the following 3 categories.
 - a. **Educational Grant:** A project run by a primary, secondary or tertiary school/educational institution;
 - b. **Community Grant:** A project that has a positive impact on communities affected by natural disaster or the pandemic, encompassing cultural, societal, environmental and sustainability causes. All not-for-profits must apply in the Community Grant category;
 - c. **Small Business Grant:** A project that supports a small business rebuilding themselves across any sector (a small businesses is for-profit, employs fewer than 20 people and has less than \$A10 million aggregated turnover.)
8. Canon must receive Applications on its online submission page at www.canon.com.au/grants by 5.00pm AEST Friday 30 July 2021.
9. Applicants may only submit 1 Application per grant category.
10. Canon recommends Applicants make a copy of their entry Application as they will not be returned.

Phase 2: Judging

11. Canon will judge each Application based on the proposed impact of the project and its uniqueness, and the importance of the Grant and the Canon Product to realising the project’s success, in its sole discretion.

Canon will judge Applications solely based on the required application material stated in clause 16. No consideration will be given to any other supporting material or additional pages provided.

12. Based on the above criteria, Canon will short list 3 finalists in each category (**Finalists**).

Phase 3: Voting

13. The Finalists’ Applications will be displayed as vote eligible Entries (**Entries**) on Canon’s website.
14. The voting will open on 18 August 2021 and close at 5.00pm AEST 27 August 2021 (**Voting Period**).
15. During the Voting Period, members of the public may vote for their favourite Entry. Each visitor may vote for as many Entries as they like but may only vote once for an Entry. Finalists may vote for their own Entry in accordance with these Terms.
16. Finalists must not attempt to obtain votes for their Entry by any fraudulent or improper means, whether directly or indirectly. Those means may include: (a) offering remuneration, compensation, payment, or other inducements to any person; or (b) using automated functions to submit, solicit, or garner votes.
17. Canon may verify votes received by a Finalist by any means. Votes received in breach of these Terms are void. An Entry may be disqualified if a Finalist is found to have benefited from votes received in breach of these Terms.
18. Any vote that Canon considers, in its reasonable opinion, to be in breach of these Terms, fraudulent, improper, or placed by automated means, will not be counted.

Phase 4: Announcement of Winners

19. Based on the results of the vote in Phase 3, Canon will award 3 Grants; 1 Grant in the Educational Category, 1 Grant in the Community Category and 1 Grant in the Small Business Category (**Grant Recipients**).
20. Canon will announce the Grant Recipients on 14 September 2021 by direct email to the Grant Recipients and publicly on its website www.canon.com.au and selected official social media channels (**Grant Announcement**).

Grant

21. Canon will award the specific Canon Product making-up the Grant to the Grant Recipients based on Canon’s stock availability and each Grant Recipient’s preference, to be determined by Canon, in its sole discretion.
22. A limit of 1 Grant per Grant Recipient will apply.
23. Any Canon Product awarded to the Grant Recipient must be used for the predominant purpose of aiding and documenting the objectives of the Grant Recipient’s project stated in its Nomination and Application.

24. The Grant is not transferable or exchangeable and the Canon Product element of the Grant cannot be taken as cash.

Publicity

25. By accepting the Grant, Grant Recipients agree to cooperate with Canon and any of Canon’s administrators or agents in any related publicity and promotion as reasonably requested by Canon. This may include interviews, videos, inclusion in the Canon Sustainability Report or feature on the Canon website or Canon’s official social media pages.

26. Canon may use the details of the Grant Recipient’s project and Application, including any material or images (with image credit) provided to Canon, for a period of 5 years from the Grant Announcement, in any of its marketing or corporate related activities.

27. If any recognisable person appears in any Application image, Applicants must obtain consent from the person (or their parent or guardian if they are under the age of 18), to submit the Application. Applicants must provide evidence of such consent at Canon’s request.

28. Grant Recipients must contact Canon before conducting their own marketing about the Grant, or to obtain a licence to use any Canon trademarks or logos, consent not to be unreasonably withheld.

General

29. Delivery of Grant is subject to product availability. Canon will use commercially reasonable efforts to deliver the Grant to Grant Recipients as soon as practicable after the Grant Announcement, and if a product is unavailable, will communicate with Grant Recipients to arrange an alternative.

30. If this program is interfered with in any way or is incapable of being conducted as reasonably anticipated for any reason beyond Canon’s reasonable control, Canon may, in its sole discretion, to the extent the law permits: (a) disqualify an Applicant; (b) modify, suspend, terminate or cancel this Grants program; or (c) both, as appropriate.

31. Canon reserves the right, at any time, to (a) verify the validity of an Application; (b) verify the Applicant’s details and eligibility under its Application category; and (c) disqualify any Applicant who enters in a way that is not in accordance with these Terms.

32. Canon’s decision is final, and no correspondence will be entered into.

33. Canon reserves the right to refuse any Application in its reasonable discretion, including any that are not compliant with these Terms, are incomplete or are illegible.

34. In relation to any Canon Products that are defective and are not ordinarily acquired for personal, domestic or

household use or consumption, Canon limits its liability to its option of:

- (a) replacing the products or supplying equivalent products;
- (b) repairing the products;
- (c) paying the cost of replacing the products or of acquiring equivalent products; or
- (d) paying the cost of having the products repaired.

35. Except for any liability that cannot be excluded by law, Canon (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 the program including: (a) technical difficulties or equipment malfunction (whether or not under Canon’s control); (b) theft, unauthorised access or third party interference; (c) Applications that are late, lost, altered, damaged or misdirected (whether or not after Canon receipts it) due to any reason beyond Canon’s reasonable control; (d) variation in the Grant value to that stated in these terms; tax liability incurred by the Applicant; or (f) the Applicant’s use of any Canon Product.

36. Canon collects personal information to conduct the program and communicate marketing materials relating to Canon’s business to Applicants (where consented to by the Applicant), and may, for these purposes, disclose that information to third parties, including related suppliers and as required, to Australian authorities. The Applicants consent to Canon’s use of their personal information for these purposes.

37. Canon will manage the personal information it collects in accordance with its Privacy Policy (available at <https://www.canon.com.au/privacy-policy>) that contains information about access, correction and complaint processes.

38. All money amounts in these Terms are in Australian dollars inclusive of GST.

39. These Terms are governed by the laws of New South Wales and Applicants submit to the non-exclusive jurisdiction of its courts.

40. **Canon** 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 . END