

## Canon Australia Competition – Rugby World Cup™ 2021 (played in 2022)

### TERMS AND CONDITIONS (Terms)

1. Participation in this Canon Australia - Rugby World Cup™ 2021 (played in 2022) competition (**Competition**) is deemed acceptance of these Terms. Information and instructions on how to participate form part of these Terms.
2. This Competition starts at 9.00 am (AEST) on 27 September 2022 and closes at 5.00 pm (AEDT) on 17 October 2022.

### Eligibility

3. This Competition is only open to Australian residents who are not employees, or immediate family members of employees, of the Promoter or its related companies (**Participants**).
4. Participants under the age of 18 must have written consent from their parent or legal guardian to enter this Competition and to agree to these Terms. The winner may be required to show such written consent to the Promoter as a condition of taking the Prize.

### How to Enter

5. To enter this Competition, Participants must complete the entry form at [www.canon.com.au/products/specials/shoot-from-the-sidelines](http://www.canon.com.au/products/specials/shoot-from-the-sidelines) and answer this question: **Tell us in 30 words or less why you want to shoot from the sidelines at the Rugby (Entry).**
6. Only one Entry is permitted per person, and all Entries must be received by the Promoter by no later than 5.00 pm (AEDT) on 17 October 2022.

### Judging

7. This Competition is a game of skill and the winner will be selected by the Promoter based on creativity and the Entry that best fits the theme of this Competition (**Winner**).
8. The judges' decision is final and no correspondence will be entered into.
9. The Promoter is not responsible for any Entry that is late, lost or misdirected, or if the Winner does not claim the Prize in accordance with these Terms.
10. The Winner and their companion must be available to travel on the following dates:
  - (a) to Auckland, New Zealand from the closest major city to the Winner's location in Australia on 5 November 2022; and
  - (b) to the closest major city to the Winner's location in Australia from Auckland, New Zealand on 13 November 2022,
 on the flights and at the times nominated by the Promoter. If the Winner cannot travel on the above dates, they will forfeit the Prize.
11. However, the Winner acknowledges that due to the nature of the Prize, dates may change for reasons outside the reasonable control of the Promoter. In such case, the Winner (and their companion) must be available on any substitute dates provided by the Promoter or its contractors.

### Prize

12. The Winner will be entitled to the following prize (capped at a maximum aggregate value of \$10,000) (**Prize**):
  - (a) opportunity to buddy up with Jo Caird, professional sports photographer, to capture the Rugby World Cup™ 2021 final match day in Auckland, New Zealand from the

sidelines. This experience will be for the full match day (both games);

- (b) return transport to Eden Park Stadium from Movenpick Hotel in Auckland on the semi-final and final match days;
  - (c) 2 passes to the hospitality suite at Eden Park Stadium for meals and drinks (capped at a value of \$110 p.p.) on the final match day;
  - (d) 7 nights' accommodation at Movenpick Hotel in Auckland (for 2 people based on sharing accommodation), (capped at a value of \$3000);
  - (e) return flights between Australia and New Zealand (as described in clause 10 of these Terms);
  - (f) Flight Centre voucher for \$5000 (NZD) for the Winner to book activities of their choice during their stay in New Zealand;
  - (g) 2 tickets to the Rugby World Cup™ 2021 semi-final match day on 5 November 2022 at Eden Park Stadium;
  - (h) 2 tickets to the Rugby World Cup™ 2021 final match day on 12 November 2022 at Eden Park Stadium; and
  - (i) Canon gear loan (to be allocated at the Promoter's discretion based on its assessment of the Winner's level of skill) for 7 days, subject to Canon's loan terms and conditions of use.
13. The Promoter reserves the right to replace any part of the Prize with another item of similar value in their absolute discretion.
  14. The Winner and their companion are solely responsible (at their own cost) for arranging all valid travel documents in order to claim the Prize (including passports and visas as required) and travel insurance cover for the Prize.

### Claiming the Prize

15. The Winner will be publicly announced on Canon Australia's social media channels at 5.00 pm (AEDT) on 20 October 2022, as well as notified by a phone call to the phone number provided in their entry form. The Winner may be required to provide personal information (such as a home address or email address) in order to claim the Prize.
16. If the Winner does not claim the Prize by the time and in accordance with the instructions specified during the phone call or on the Promoter's social media channels, or if the Winner cannot be contacted, or cannot provide suitable proof as to eligibility or compliance with these Terms, they will forfeit the prize in its entirety and an alternate winner will be chosen at the Promoter's discretion.
17. The Prize, or any unused portion of a Prize is not exchangeable or transferrable. The Prize is not redeemable for cash or credit.
18. The Promoter reserves the right to disqualify a Winner from claiming the Prize if the Promoter determines, in its absolute discretion, that the Winner is not in a condition to safely participate in the Prize.

### Participant's Warranties and Indemnity

19. Each Participant warrants to the Promoter that:
  - (a) their submissions are their own original creations and they have not infringed on any copyright or privacy laws;
  - (b) they have complied with these Terms;
  - (c) no Entry submitted by them will contain viruses or cause injury or harm to any person or entity; and
  - (d) they have and will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the

access or use of others' computer or communication systems.

20. Each Participant indemnifies the Promoter against all costs and claims in connection with a failure by them to comply with these Terms.

#### **Conditions that may Invalidate Entries or Participants**

21. The Promoter reserves the right to reject, disqualify, remove or moderate any Entry that it determines, in its sole discretion, does not fit the criteria set out in these Terms.
22. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel this Competition, as appropriate.
23. The Promoter reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of this Competition or to be acting in violation of these Terms.
24. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **Collection of Personal Information**

25. The Promoter collects personal information and email addresses in connection with the Promotion in order to conduct and promote the Promotion, including via emails and online, to entrants. The Promoter may also disclose such personal information to third party service providers, including relevant airlines and accommodation services, marketing and creative agencies, and technology providers, for these purposes, and all entrants consent to such uses and disclosures. Participation in this Competition is conditional on providing such personal information.
26. By entering this Competition, each Participant grants the Promoter the right to publish their name in its website and social media channels, and agrees to be photographed and interviewed by the Promoter should they win a Prize. The Promoter may use the Winner's name, photograph and interview on marketing and publicity materials, including, without limitation, on its website and social media pages.
27. Personal information collected by the Promoter will be managed in accordance with its Privacy Policy ([www.canon.com.au/Privacy-Policy](http://www.canon.com.au/Privacy-Policy)).

#### **Liability**

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) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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 this Competition including (but not limited to) out of: (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 Entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or

not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these terms; (e) any tax liability incurred by a Participant; or (f) use of the Prize.

30. The Promoter uses a commercially reasonable level of skill and care in running the Promotion. However, as with any digital service, the Promoter cannot guarantee that its website will be live or error free all the time.

#### **General**

31. These Terms may change and the Promoter will inform Participants of any changes as soon as reasonably possible.
32. All money amounts in these Terms are in Australian dollars inclusive of GST, unless otherwise specified in these Terms.
33. 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.
34. 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.
35. These Terms are governed by the laws in New South Wales. All Participants submit to the non-exclusive jurisdiction of the Courts of New South Wales.
36. 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 13 83 (**Promoter**).