

TERMS AND CONDITIONS

1. Participation in this Canon Australia “Sri Lanka Holiday” (**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 8th April 2019 and closes 23rd April 2019 (**Purchase Period**).

Eligibility

3. The Promotion is only open to individual Australian residents who are 18 years of age or over, and who are not employees (or their immediate family members) of the Promoter, its related companies or agencies associated with this Promotion who make an Eligible Purchase from the Canon Australia Online store (<https://store.canon.com.au/>) (**Participants**).
4. Participants under the age of 18 must have the consent of their parent or legal guardian to enter this Promotion and to agree to its Terms.
5. The Winner and chosen travel companion must have a base level of fitness to be able to participate in parts of the Prize.

How to Enter

6. During the Purchase Period, Participants must purchase any product from the Canon Australia Online store (<https://store.canon.com.au/>) (**Eligible Purchase**).
7. After payment is complete, Participants must submit an Entry via email to store@canon.com.au to be received by 11:59PM AEST 24 April 2019. The Entry must include:
 - a. an answer to the question “tell us in 25 words or less why you need a break in Sri Lanka?”;
 - b. Entrant’s full name; and
 - c. a contact number. (**Entry**).
8. Each online transaction entitles the Participant to submit one Entry.
9. Multiple Entries are permitted.

Moderation

10. Entries are subject to moderation. The Promoter reserves the right (in its sole discretion) to exclude from the judging any Entry which the Promoter considers inappropriate.

Judging

11. Judging will be carried out by representatives of the Promoter. Judging will be based on the most creative answer that best answers the question, as chosen by the judges.
12. The judge’s decision is final and no correspondence will be entered into.
13. No responsibility is accepted for any Entry that is late, lost or misdirected or if the Winner does not claim their Prize in accordance with these Terms.

Prize

14. The Prize is a trip for two people to Sri Lanka, travelling 10-19 August 2019 (**Prize**). The Prize includes:
 - a. 2 x Economy class airfares from closest Australian capital city, transfers within Sri Lanka, accommodation, and transportation, with Canon Australia’s choice of providers,
 - b. admission to attractions,
 - c. daily tours and guides,
 - d. some meals, and
 - e. \$500 spending money.

Total Prize value is up to \$10,500. See full itinerary details here (www.canon.com.au/~media/files/terms-and-conditions/sri-lanka-itinerary).

15. Travel insurance is not included in the Prize and must be arranged by the Winner. It is a condition of taking the Prize that the Winner arranges travel insurance.
16. Each Prize is subject to the MTA (travel service provider) terms and conditions (<http://www.mtatravel.com.au/terms-and-conditions>). This includes requirements for passport validity and visa applications.
17. If the winner is under the age of 18, their parent or guardian must accompany them on the Prize trip.
18. To be eligible to claim the Prize, The Participant (and their chosen travel companion) must have or be able to obtain a valid passport in time to travel together with appropriate visas for travelling to Sri Lanka. Passports must have at least 6 months validity from date of return to Australia.
19. The Winner (and their chosen travel companion) must be available on the particular dates specified in clause 14 in order to claim the Prize. 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 chosen travel companion) must be available on any substitute dates provided by the Promoter or its contractors.
20. The winner will be publicly announced on the Canon Store page (<http://www.store.canon.com.au/srilanka/termsofsale>), as well as notified by phone and email on 30 April 2019. The winner may be required to provide personal information (such as a home address or email address) in order to claim the prize.
21. If the Winner does not claim his/her prize by the time specified in the email, or if the Winner cannot be contacted, or cannot provide suitable proof as to eligibility, or compliance with these Terms and Conditions, he/she will forfeit the Prize in its entirety and a new winner will be awarded.
22. If the winner forfeits their Prize, the next best valid Entry will be awarded the forfeited Prize.
23. The Prize, or any unused portion of the Prize, are not exchangeable and cannot be taken as cash.
24. The Winner may be required to provide personal information (such as a home address) in order to claim the prize.

Participant’s Warranties and Indemnity

25. Each Participant warrants to the Promoter that:
 - a. he/she has complied with the Entry requirements;
 - b. no Entry submitted by him/her will contain viruses or cause harm to any person or entity; and
 - c. he/she has and will comply with all applicable laws and regulations including without limitation copyright law and privacy law.
26. Each Participant agrees to indemnify the Promoter against all costs and claims suffered by the Promoter in connection with a failure by him/her to comply with these Terms and Conditions.

27. Canon is not liable to Participants for any all costs or claims arising from a breach of these Terms.
28. Each Participant is fully responsible for any costs required for or associated with an Entry (eg. Internet access). To the fullest extent permitted by law, the Promoter excludes any liability for such Entries or any costs borne by the Participant relating to such Entries.
29. 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.

Conditions that may Invalidate Entries, Participants or the Promotion

30. The Promoter reserves the right to disqualify any Entry where it reasonably suspects that the Entry fails to comply with relevant law, breaches these Terms, or the Participant has failed to meet the Eligibility criteria.
31. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter, the Promoter reserves the right to the fullest extent permitted by law and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion.
32. The Promotion is forfeited if:
- a. the Eligible Purchase is returned under the Promoter's 'Peace of Mind' policy; or
 - b. the transaction is rejected for any reason by the Promoter.

Collection of Personal Information

33. The Promoter collects Personal Information in order to conduct the Promotion. The Promoter may, for the purposes of conducting the Promotion, disclose such information to third parties, including agents, contractors, service providers, suppliers and, as required, to regulatory authorities. Personal information collected by the Promoter in connection with this Promotion will be managed in accordance with its Privacy Policy (available at <https://www.canon.com.au/privacy-policy>).

Liability

34. The Promoter uses a commercially reasonable level of skill and care in providing the Promotion digital platforms and running the Promotion. However, as with any digital service, the Promoter cannot guarantee that these will be live or error free at all times.
35. The Promoter will not be held responsible for any changes or modifications to the Prize, including but not limited to, changes to flights, accommodation, or specific details of the tours or activity destinations. The Promoter reserves the right to amend any element of the Prize with those of similar value.
36. Nothing in these Terms limits, excludes, modifies, or, purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act*, as well as other implied warranties under any legislation in Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, 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 the promotion, including (without limitation) 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 that is late, lost, altered or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the control of the Promoter; or (d) any tax liability incurred by a Participant.

General

37. All money amounts in these Terms are in Australian Dollars inclusive of GST.
38. 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.
39. 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.
40. 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**