

### **TERMS AND CONDITIONS**

- Participation in this Canon Australia Bonus Lens Promotion 2020 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 1 September 2020 and closes on 31 October 2020 (**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**).
- Make an "Eligible Purchase" of a new (not pre-owned) product or product combination (as described in clause 7) during the Purchase Period from an authorised Canon Australia retailer in the Canon Australia distribution channel.
- 5. See <a href="www.canon.com.au/promotions">www.canon.com.au/promotions</a> 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 an authorised Canon Australia retailer in the Canon Australia distribution channel (including 'grey', 'parallel' or 'direct' imports) are not Canon Australia products and are ineligible for this Promotion.

# Eligible Purchase

7. The Eligible Purchases and the applicable corresponding lens ) are exclusively as follows:

Product Name	<b>Bonus Lens</b>
EOS 5D Mark IV	EF 50mm f/1.4 USM
EOS 6D Mark II	EF 50mm f/1.8 STM
EOS 800D	EF 50mm f/1.8 STM
EOS 850D	EF 50mm f/1.8 STM
EOS 90D	EF 50mm f/1.8 STM
EOS R	RF 35mm f/1.8 STM Macro
EOS RP	RF 35mm f/1.8 STM Macro

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 their bonus lens after they make an Eliqible Purchase (**Claim**).
- The online claim form must be completed and submitted for the Eligible Purchase.
- 10. Only one Claim may be submitted per Eligible Purchase.

- 11. Maximum of 1 claim per household.
- 12. To submit a Claim, Participants must visit <a href="https://www.canon.com.au/LensPromo">www.canon.com.au/LensPromo</a> and input their details, including their full name, valid email address and preferred postal address (to receive their bonus lens):
  - a. submit the Claim online along with an uploaded copy of their receipt, and photo of the serial number on the box or camera by 9 December 2020 or
  - mail a copy of their receipt together with a printed copy of the completed Claim form, receipt and photo of the serial number on the box or camera to "Promotions, PO Box 610, Artarmon, NSW 2064" in time to be received by last mail on 9 December 2020
  - c. Participants can contact the Promoter on 1800 960 733 or email <a href="mailto:promotions@canon.com.au">promotions@canon.com.au</a> if they need assistance accessing and processing the claim form.
- 13. A Participant forfeits their right to a bonus lens 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.
- 15. **Bonus Lens** Claims will be distributed 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 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.
- 18. The Participant cannot change their postal details after the
- 19. Any costs associated with accessing the promotion website, scanning or copying receipts, or otherwise submitting a Claim is the responsibility of the Participant.
- 20. Claims are not transferable or assignable.

## **Collection of Personal Information**

- 21. 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.
- 22. Personal information collected by the Promoter in connection with this promotion will be managed in accordance with its Privacy Policy (available at <a href="https://www.canon.com.au/Privacy-Policy">www.canon.com.au/Privacy-Policy</a>), which contains information about access, correction and complaint processes.

## Conditions that may invalidate a Claim

- 23. 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.
- 24. A Participant forfeits their right to make a Claim if the Eligible Purchase is subsequently returned or refunded (and except where the product is replaced).

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## Canon Australia Bonus Lens Promotion 2020



- 25. If a Participant receives their Lens and subsequently returns or refunds the Eligible Purchase (except in cases of replacement), the Participant must immediately return the bonus lens 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 amount of the lens, 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.
- 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:
  - a. disqualify any Participant; or
  - b. modify, suspend, terminate or cancel the promotion as appropriate.

### General

- 29. 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).
- 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 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.
- 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