

Canon Australia 50th Anniversary Cash Splash Promotion 2023

TERMS AND CONDITIONS

- Participation in this Canon Australia 50th Anniversary Cash Splash 2023 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 20 November 2023 and closes on 17 January 2024 (**Purchase Period**).

Eligibility

- This Promotion is only 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 and to agree to these terms. Participants must provide written evidence of consent if requested by the Promoter.
- To be eligible to submit a Claim (as described in clause 10), Participants must purchase a new (not pre-owned) Eligible Product (as described in clause 8) during the Purchase Period from an authorised Canon Australia retailer in the Canon Australia distribution channel (**Eligible Purchase**).
- See www.canon.com.au/cashsplash to find authorised Canon Australia retailers. If in doubt, or if 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.
- 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

- Participants who make an Eligible Purchase may submit a Claim for either a digital Visa gift card (**Digital Gift Card**) or a physical Visa gift card (**Physical Gift Card**) pre-loaded with the applicable value listed below

Eligible Product (applies to all body and kit variations)	Claim Value
EOS R3, EOS R5 C, EOS 1D X Mark III	\$500
EOS R5, EOS 5D Mark IV, XF605 4K Camcorder	\$300
EOS R6 Mark II, EOS 6D MARK II, EOS R8, EOS RP, XA75 4K Camcorder	\$150
EOS R7, EOS R10, EOS 90D, XA70 4K Camcorder, XA65 4K Camcorder, XA60 4K Camcorder	\$100
EOS R50, EOS 850D, EOS 200D Mark II	\$50
Selphy CP1500, Selphy Square QX10	\$30

**The first 2,500 eligible claims will also receive a Canon 50th anniversary tote bag valued at A\$49.95*

- Each authorised Canon Australia retailer stocks different camera models, and availability of some products 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 after they make an Eligible Purchase by submitting an online claim form at www.canon.com.au/cashsplash (**Claim**). A receipt must be attached to any Claim as proof of purchase. No more than 1 Claim may be claimed per household.
- To submit a Claim, Participants must visit www.canon.com.au/cashsplash and input their details, including their full name, phone number, valid email address and physical address (if applicable) and whether they are claiming a Digital Gift Card or Physical Gift Card, then submit the Claim online along with an uploaded copy of a valid receipt of their Eligible Purchase by 27 January 2024. Claims cannot be amended after they have been submitted.
- Participants can contact the Promoter via email at support@canonpromotions.com.au by 27 January 2024 if they need assistance accessing or processing the Claim.
- No responsibility is accepted by the Promoter for late or misdirected claims and no correspondence will be entered into in relation to any late or misdirected claims.
- Participants agree that they may be requested to provide additional personal information, e.g. a photo identification document or address, where the Promoter reasonably determines that this is necessary to verify the identity or eligibility of the Participant.

Processing and Payment

- Participants must allow at least 3 business days for validation from the date that a Claim is submitted. Once validated, Participants will receive a confirmation email.
- If a Claim is invalid, the Participant will receive notification of this via email, with the reason for the invalidity and the opportunity to supply additional information to support their Claim (if applicable) within 7 business days.
- If a Claim is valid, Promoter will send the Canon 50th Anniversary tote bag to the address provided in the Claim via registered Australia Post. The Promoter will send a tracking number to the Participant within 28 business days of validation and the Participant agrees to acknowledge delivery of the Canon 50th Anniversary tote bag by signing an acknowledgement of receipt. The Promoter has no control of and is not responsible for any delays or issues arising from the use of Australia Post.
- If a Claim is valid, the Promoter will (as requested in the Claim) either:
 - send the Digital Gift Card to the email address provided in the Claim within 7 business days of validation. Participants must follow the steps detailed within the email to use the Digital Gift Card. Use of the Gift Card requires Participants to download an app and is subject to Visa's terms and conditions at <https://truerewards.com.au/visa-gift-card-terms>; or
 - send the Physical Gift Card to the delivery address provided on the online Claim form. Cards will be sent via standard post within 14 business days of confirmation of

the claim being approved. Participants must follow the instructions accompanying the Physical Gift Card to use it. Use of the Gift Card requires Participants to download an app and is subject to Visa's terms and conditions at <https://truerewards.com.au/visa-gift-card-terms>; or

19. Gift Cards must be activated within 6 months of receipt and will be valid for a period of 12 months from the date of production. After this period, the Gift Card will no longer be valid. Participants have no right to receive a refund of any unused value remaining and that unused value will become iGoDirect's property immediately following the expiry date unless it elects otherwise.
20. The Promoter will use reasonable efforts to ensure that the timeframes specified in these Terms are met but Participants accept that time frames may vary due to circumstances outside the Promoter's reasonable control, including but not limited to postal delays, or delays in bank processing.
21. Claims will be given to the Participant named on the valid Claim form submitted to the Promoter.
22. It is the responsibility of the Participant to provide correct details. Delays and non-payment of Claims that arise as a result of supplying incorrect details are the responsibility of the Participant.

Collection of Personal Information

23. The Promoter collects personal information in connection with this Promotion in order 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.
24. 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

25. 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.
26. A Participant forfeits their right to make a Claim if the Eligible Purchase is subsequently returned or refunded for a change of mind.
27. If a Participant receives either a Gift Card or a Canon Product and subsequently returns or refunds the Eligible Camera under a change of mind policy, the Promoter may invoice the Participant for the full value of the Gift Card or Canon Product. The Promoter reserves the right to take appropriate action where the Participant does not pay the invoice.
28. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
29. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

30. No party shall be liable for events or circumstances beyond their reasonable control that adversely affect their participation in or running of the Promotion.

General

31. 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 States and Territories of Australia (**Non-Excludable Guarantees**).
32. 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.
33. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
34. 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.
35. The Promoter uses a commercially reasonable level of skill and care in providing its website and running the Promotion. However, with any digitally entered Claim, the Promoter cannot guarantee its website will be live or error free at all times during the Promotion so Participants should leave ample time to submit their Claim.
36. 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.
37. 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.
38. 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