

Canon Australia Creator Rewards 2023 Promotion

TERMS AND CONDITIONS

- Participation in this Canon Creator Rewards 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 19 October 2023 and closes on 19 November 2023 (**Purchase Period**).

Eligibility

- This Promotion is only open to individual Australian residents who:
 - answer five mandatory questions about their photography level and preferences when making a Claim; and
 - 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 12), Participants must:
 - purchase a new (not pre-owned) Canon camera product described in clause 9 (**Eligible Product**) during the Purchase Period;
 - from an authorised Canon Australia retailer in the Canon Australia distribution channel. (**Eligible Purchase**).
- Eligible Products can be purchased in any body or kit variation, except the EOS R8 which needs to be purchased as a Kit with RF 24-50mm f/4.5-6.3 IS STM Lens.
- See www.canon.com.au/creatorrewards 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. Purchases from the JB Hi-Fi store located at the Sydney International Airport are excluded from this Promotion.
- 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 a free product listed in the table below (**Gift With Purchase**). The Gift With Purchase available for each Eligible Product is as follows:

Eligible Product	Gift With Purchase
EOS R5C EOS R3	DJI RS 3 PRO GIMBAL RRP \$1299
EOS R5	DJI RS 3 GIMBAL RRP \$799

EOS RP EOS R7	HG-100TBR + DM-E100
EOS R8 Kit with RF 24-50mm f/4.5-6.3 IS STM	RRP \$334
EOS R10 EOS R50	HG-100TBR RRP \$163

*RRPs are correct as at 30 August 2023.

- 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.
- Promoter has the right to replace the Gift With Purchase with another item of similar value in their absolute discretion if for any reason any part of the Gift With Purchase is not available.

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/creatorrewards (**Claim**). A receipt from the relevant authorised reseller must be attached to any Claim as proof of purchase. No more than 1 Claim may be claimed per household.
- Participants must:
 - input their details, including the serial number of the Eligible Purchase, their full name, phone number, valid email address, and physical address;
 - answer five mandatory questions about their brand preferences; then
 - submit the Claim online along with an uploaded copy of a valid receipt of their Eligible Purchase by 27 November 2023.

Claims cannot be amended after they have been submitted.

- Participants can contact the Promoter via email by 19 November 2023 at support@canonpromotions.com.au 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.

19. If a Claim is valid, the Promoter will send the Gift With Purchase 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 Gift With Purchase 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.
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 supplying postal delays.
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 incorrect details are the responsibility of the Participant.
23. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
30. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. 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:
 32. disqualify any Participant; or
 33. modify, suspend, terminate or cancel the promotion as appropriate.

General

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.
25. Promoter has engaged the services of iGoDirect Group Pty Ltd (**iGoDirect**) for this Promotion. Participants consent to iGoDirect collecting their personal information in connection with this Promotion. For more information please contact iGoDirect. You can visit their website at <https://igodirect.com.au/>.

Conditions that may invalidate a Claim

26. 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.
27. A Participant forfeits their right to make a Claim if the Eligible Purchase is subsequently returned or refunded for a change of mind.
28. If a Participant receives a Gift With Purchase and subsequently returns or refunds the Eligible Purchase under a change of mind policy, the Promoter may invoice the Participant for the full value of the Gift With Purchase. The Promoter reserves the right to take appropriate action where the Participant does not pay the invoice.
29. Incomplete or illegible Claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.

34. 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**).
35. 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.
36. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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