

**CANON AUSTRALIA – EOS 30<sup>TH</sup> ANNIVERSARY PROMOTION  
30% OFF CANON LENS & SPEEDLITE PROMOTION  
TERMS AND CONDITIONS**

1. INFORMATION AND INSTRUCTIONS ON HOW TO PARTICIPATE FORMS PART OF THESE TERMS. PARTICIPATION IN THIS PROMOTION IS DEEMED ACCEPTANCE OF THESE TERMS.
2. THE “PROMOTER” IS CANON AUSTRALIA PTY LTD (ABN 66 005 002 951) OF BUILDING A, THE PARK ESTATE, 5 TALAVERA ROAD MACQUARIE PARK, NSW 2113 (PHONE: 13 23 53).

**PARTICIPANTS**

3. THIS PROMOTION IS OPEN TO INDIVIDUAL AUSTRALIAN RESIDENTS THAT ARE NOT OFFICERS, AGENTS OR EMPLOYEES OF THE PROMOTER, ITS RELATED COMPANIES OR AGENCIES ASSOCIATED WITH THIS PROMOTION (PARTICIPANTS).
4. PARTICIPANTS UNDER 18 YEARS OLD MUST HAVE THE CONSENT OF THEIR PARENT OR LEGAL GUARDIAN TO PARTICIPATE IN THIS PROMOTION, AGREE TO ITS TERMS AND SUBMIT ANY CLAIMS.

**PURCHASE PERIOD**

5. THE “PURCHASE PERIOD” COMMENCES ON 13 APRIL 2017 AND ENDS ON 12 MAY 2017.

**ELIGIBLE PURCHASE**

6. AN “ELIGIBLE PRODUCT” IS A STANDARD BODY, SINGLE LENS KIT OR DOUBLE LENS KIT VARIATION OF ANY CANON MIRRORLESS OR CANON DSLR CAMERA.
7. AN “ELIGIBLE ACCESSORY” IS ANY CANON EF, EF-S OR EF-M LENS OR ANY CANON SPEEDLITE.
8. A PARTICIPANT MAKES AN “ELIGIBLE PURCHASE” WHEN THEY PURCHASE ANY NEW (NOT PRE-OWNED) ELIGIBLE PRODUCT AND ELIGIBLE ACCESSORY TOGETHER IN THE SAME TRANSACTION, DURING THE PURCHASE PERIOD, FROM CANON AUSTRALIA’S OFFICIAL ONLINE STORE ([HTTP://STORE.CANON.COM.AU/](http://store.canon.com.au/)) OR FROM AN AUTHORISED CANON AUSTRALIA RETAILER IN THE CANON AUSTRALIA DISTRIBUTION CHANNEL – [WWW.CANON.COM.AU/EOS30](http://www.canon.com.au/eos30) IF IN DOUBT ABOUT WHETHER A RETAILER IS AN AUTHORISED CANON AUSTRALIA RETAILER, CONTACT CANON ON 13 23 53.
9. FOR CLARITY, THE PURCHASE OF A SINGLE LENS KIT OR A DOUBLE LENS KIT CONSTITUTES THE PURCHASE OF A SINGLE ELIGIBLE PRODUCT ONLY. TO MAKE AN ELIGIBLE PURCHASE, THE PARTICIPANT MUST ALSO PURCHASE AN ELIGIBLE ACCESSORY TOGETHER WITH THE KIT.
10. CANON-BRANDED PRODUCTS THAT ARE SOURCED BY END-USERS, DISTRIBUTORS OR RETAILERS FROM ANY SOURCE OTHER THAN THROUGH CANON AUSTRALIA’S OFFICIAL ONLINE STORE OR FROM AN AUTHORISED CANON AUSTRALIA RETAILER IN THE CANON AUSTRALIA DISTRIBUTION CHANNEL (INCLUDING ‘GREY’, ‘PARALLEL’ OR ‘DIRECT’ IMPORTS) ARE NOT CANON AUSTRALIA PRODUCTS AND DO NOT CONSTITUTE ELIGIBLE PURCHASES.

**ELIGIBLE PURCHASE FOR 30% OFF AN ELIGIBLE ACCESSORY UP TO \$1,000.00**

11. WHERE A PARTICIPANT MAKES AN ELIGIBLE PURCHASE, A PARTICIPANT CAN SUBMIT A CLAIM FOR 30% OF THE PURCHASE PRICE OF THE ELIGIBLE ACCESSORY (UP TO A MAXIMUM AMOUNT OF \$1,000.00) IN ACCORDANCE WITH CLAUSE 15 (CLAIM). PURCHASE PRICE INCLUDES GST.
12. THE MAXIMUM AMOUNT THAT CAN BE CLAIMED PER ELIGIBLE PURCHASE IS \$1,000.00. FOR EXAMPLE, IF A PARTICIPANT PURCHASES A CANON EOS 6D PREMIUM KIT (CONSTITUTING AN ELIGIBLE PRODUCT) TOGETHER WITH AN EF 200MM F/2L IS USM LENS FOR \$7,499.00 INCLUDING GST (CONSTITUTING AN ELIGIBLE ACCESSORY), THE MAXIMUM AMOUNT THAT CAN BE CLAIMED IS \$1,000.00. THE PARTICIPANT CANNOT CLAIM \$2,249.70.

## **MULTIPLE ELIGIBLE PURCHASES**

- 13. MULTIPLE ELIGIBLE PURCHASES ARE PERMITTED BUT THERE IS A MAXIMUM OF 3 CLAIMS ALLOWED PER HOUSEHOLD.**
- 14. EACH CLAIM MUST BE SUBMITTED SEPARATELY AND BE BASED ON A SEPARATE ELIGIBLE PURCHASE. THE 30% RETURN CAN ONLY BE CLAIMED FOR ONE ELIGIBLE ACCESSORY PER ELIGIBLE PRODUCT PURCHASED. A PARTICIPANT CANNOT SUBMIT A CLAIM FOR 30% OF THE VALUE OF 2 OR MORE ELIGIBLE ACCESSORIES WHERE ONLY ONE ELIGIBLE PRODUCT IS PURCHASED.**

## **CLAIMS PROCESS AND DEADLINE**

- 15. TO SUBMIT A "CLAIM" PARTICIPANTS MUST:**
  - A) VISIT [WWW.CANON.COM.AU/EOS30](http://WWW.CANON.COM.AU/EOS30), THEN INPUT THEIR DETAILS INCLUDING THEIR FULL NAME, VALID EMAIL ADDRESS, BANK ACCOUNT DETAILS (TO RECEIVE AN ELECTRONIC FUNDS TRANSFER (EFT)); OR**
  - B) POSTAL ADDRESS (IF THE PARTICIPANT WOULD PREFER TO RECEIVE AN EFTPOS GIFT CARD) THEN EITHER:**
    - I. SUBMIT THE CLAIM ONLINE ALONG WITH AN UPLOADED COPY OF THEIR RECEIPT BY 11.59PM (AEST) ON 29 MAY 2017; OR**
    - II. SUBMIT THE CLAIM ONLINE BY 29 MAY THEN MAIL A COPY OF THEIR RECEIPT TOGETHER WITH A PRINTED COPY OF THE COMPLETED AND SUBMITTED CLAIM FORM TO PO BOX 730, EASTERN SUBURBS, MC NSW 2004 IN TIME TO BE RECEIVED BY THE PROMOTER (LAST MAIL) BY 12 JUNE 2017.**

**PARTICIPANTS CAN CONTACT THE PROMOTER ON 1800 722 229 OR EMAIL [CANON@CASHBACK.COM.AU](mailto:CANON@CASHBACK.COM.AU) IF THEY NEED ASSISTANCE ACCESSING AND PROCESSING THE CLAIM FORM OR IF THEY NEED TO BE SENT A CLAIM FORM IN THE MAIL.**

- 16. A PARTICIPANT FORFEITS THEIR RIGHT TO THE CLAIM IF THE PARTICIPANT FAILS TO PRODUCE A RECEIPT.**
- 17. IF A PARTICIPANT CHOOSES TO RECEIVE A GIFT CARD, THIS IS SUBJECT TO THE ISSUER'S TERMS OF USE (AVAILABLE AT [HTTP://WWW.GIVVKIOSK.COM/TERMS-AND-CONDITIONS](http://WWW.GIVVKIOSK.COM/TERMS-AND-CONDITIONS)). THE EFTPOS GIFT CARD COMES ALREADY ACTIVATED AND WILL BE VALID FOR 12 MONTHS FROM THE DATE OF BEING POSTED BY THE PROMOTOR.**
- 18. NO RESPONSIBILITY WILL BE ACCEPTED BY THE PROMOTER FOR LATE OR MISDIRECTED CLAIMS AND NO CORRESPONDENCE WILL BE ENTERED INTO.**
- 19. THE PARTICIPANT CANNOT CHANGE THEIR PREFERRED PAYMENT METHOD AFTER SUBMITTING THE CLAIM.**
- 20. ANY BANK TRANSACTION FEES ASSOCIATED WITH THE CLEARING OF FUNDS, OR, ANY OTHER COSTS ASSOCIATED WITH ACCESSING THE PROMOTION WEBSITE, SCANNING OR COPYING RECEIPTS, OR OTHERWISE SUBMITTING A CLAIM IS THE RESPONSIBILITY OF THE PARTICIPANT.**
- 21. IT IS THE RESPONSIBILITY OF THE PARTICIPANT TO PROVIDE THE CORRECT DETAILS. DELAYS AND THE NON-PAYMENTS THAT ARISE AS A RESULT OF SUPPLYING INCORRECT DETAILS ARE THE RESPONSIBILITY OF THE PARTICIPANT.**
- 22. TO CHECK THE STATUS OF A CLAIM OR TO MAKE ENQUIRIES RELATING TO THIS PROMOTION, PARTICIPANTS CAN CALL 1800 722 229 OR EMAIL [CANON@CASHBACK.COM.AU](mailto:CANON@CASHBACK.COM.AU).**

## **PAYMENT OF CLAIMS**

- 23. CLAIMS WILL BE PAID TO THE PARTICIPANT NAMED ON THE VALID CLAIM FORM SUBMITTED TO THE PROMOTER IN ACCORDANCE WITH THESE TERMS AND, IS NOT TRANSFERABLE OR ASSIGNABLE.**
- 24. CLAIMS WILL BE PAID WITHIN 30 DAYS OF THE PROMOTER VERIFYING THE CLAIM BY CARRYING OUT AN EFT OR SENDING A GIFT CARD.**
- 25. A PARTICIPANT FORFEITS THEIR RIGHT TO SUBMIT A CLAIM OR TO RECEIVE PAYMENT FOR ANY CLAIM WHERE THE ELIGIBLE PRODUCT OR ELIGIBLE ACCESSORY IS SUBSEQUENTLY RETURNED OR REFUNDED UNDER ANY CHANGE OF MIND POLICY OFFERED BY CANON AUSTRALIA'S AUTHORISED RETAILERS OR BY THE PROMOTER.**

26. WHERE A PARTICIPANT RECEIVES PAYMENT OF A CLAIM AND RETURNS EITHER THE ELIGIBLE PRODUCT OR THE ELIGIBLE ACCESSORY TO WHICH THE CLAIM RELATES UNDER A CHANGE OF MIND POLICY, THE PARTICIPANT MUST IMMEDIATELY RETURN THE CLAIM MONEY THEY RECEIVED IN CONNECTION WITH THE ELIGIBLE PURCHASE TO THE PROMOTER. CLAIMS TAKEN AS GIFT CARDS MUST BE RETURNED AS A MONEY TRANSFER TO THE PROMOTER. WHERE THE PARTICIPANT FAILS TO DO SO, THE PROMOTER RESERVES THE RIGHT TO ISSUE THE PARTICIPANT WITH AN INVOICE FOR THE CLAIM AMOUNT RECEIVED, 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.

#### **COLLECTION OF PERSONAL INFORMATION**

27. THE PROMOTER COLLECTS PERSONAL INFORMATION IN CONNECTION WITH THIS 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.
28. 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](http://WWW.CANON.COM.AU/PRIVACY-POLICY)), WHICH CONTAINS INFORMATION ABOUT ACCESS, CORRECTION AND COMPLAINT PROCESSES.

#### **OTHER CONDITIONS THAT MAY INVALIDATE A CLAIM**

29. 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 CLAIMS PROCESS.
30. INCOMPLETE OR ILLEGIBLE CLAIMS MAY BE DEEMED INVALID, ALTHOUGH ERRORS AND OMISSIONS MAY BE ACCEPTED AT THE DISCRETION OF THE PROMOTER.
31. THE FAILURE BY THE PROMOTER TO ENFORCE ANY OF ITS RIGHTS AT ANY STAGE DOES NOT CONSTITUTE A WAIVER OF THOSE RIGHTS.
32. IF THIS PROMOTION IS INTERFERED WITH IN ANY WAY OR, IS NOT CAPABLE OF BEING CONDUCTED AS REASONABLY 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:
- A) TO DISQUALIFY ANY PARTICIPANT; OR
  - B) TO MODIFY, SUSPEND, TERMINATE OR CANCEL THE PROMOTION AS APPROPRIATE.

#### **LIABILITY**

33. 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 STATE AND TERRITORIES OF AUSTRALIA (NON-EXCLUDABLE GUARANTEES).
34. 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: (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 THEIR RECEIPT BY THE PROMOTER) DUE TO ANY REASON BEYOND THE REASONABLE CONTROL OF THE PROMOTER; OR (D) ANY TAX LIABILITY INCURRED BY A PARTICIPANT; OR (E) USE OF THE CLAIM; OR OTHERWISE ARISING OUT OF THIS PROMOTION.

#### **GENERAL**

- 35. ALL MONEY AMOUNTS IN THESE TERMS ARE IN AUSTRALIAN DOLLARS INCLUSIVE OF GST.**
- 36. IF ANY PROVISION OF THESE TERMS IS UNENFORCEABLE FOR ANY REASON, SUCH PROVISION WILL BE SEVERED FROM THESE TERMS AND THE REMAINING TERMS WILL REMAIN IN FULL FORCE AND EFFECT.**
- 37. THESE TERMS ARE GOVERNED BY THE LAWS OF NEW SOUTH WALES. THE PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF NEW SOUTH WALES AND THE FEDERAL COURT OF AUSTRALIA.**