

Terms & Conditions

1. The Promoter is Nikon Australia Pty Ltd (ABN 34 121 761 537).
2. The Promotional Website is the part of the website maintained by or on behalf of the Promoter at www.promotions.mynikonlife.com.au/dslrcashback which relates to the Rewards. The Rewards are any rebates, discounts, gift vouchers, goods, services or other rewards that may be offered by the Promoter to qualifying consumers from time to time and which are described by the Promoter as 'Local Rewards' or which are otherwise described by the Promoter as being offered under these terms and conditions.
3. A Participant is any person who applies for a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available Rewards or applying for a Reward.
4. Information on Rewards, how to apply for them, and other details contained on the Promotional Website or within any promotional advertisements form part of these terms and conditions. By applying for a Reward or entering details into the Promotional Website, Participants acknowledge that they have read, understand and agree to be bound by these terms and conditions.
5. Only individuals who reside in Australia and who have an Australian bank account may apply for a Reward. If an individual is aged under 18 years, they additionally must obtain the consent of a parent or legal guardian before applying for a Reward. If a Participant who is otherwise entitled to receive a Reward under these terms and conditions is under the age of 18 years, the Promoter may (in its discretion) decline to provide the Reward to that Participant until a parent or legal guardian of that Participant agrees (in a form acceptable to the Promoter) to ensure that the successful Participant complies with these terms and conditions.
6. Any available Rewards, along with the criteria that a Participant must fulfil to apply for a Reward, the period within which the Participant must apply for the Reward and how the Participant must apply for the Reward (collectively, the '**Reward Criteria**') will be set out at the Promotional Website from time to time. Rewards will only be available for a limited period and the Promoter may add to, remove or change (in whole or in part) the available Rewards and the Reward Criteria for those Rewards on the Promotional Website from time to time. Participants may need to enter various details into the Promotional Website in order to see whether any Rewards are available to them at that time and the relevant Reward Criteria. Participants acknowledge and agree that, from time to time, there may be no Rewards available under these terms and conditions.
7. Where a Participant must have purchased a Nikon-branded Digital SLR camera in order to apply for a Reward: (a) that product must have been purchased from an Authorised Reseller; (b) the product must have been paid for in full by the Participant within the promotional period in which the Participant is applying for a reward (c) the Participant may only make one Reward application in respect of that product; and (d) the Participant must immediately return any Reward they receive in connection with that product to the Promoter if they return the product for a refund or credit. The Promoter reserves the right to issue the Participant with a request for the return of funds. Additionally, if the funds are not returned upon request, the Promoter reserves the right to issue the Participant with an invoice to the value of the Reward amount received, which is to be paid to the Promoters nominated account within fourteen (14) days. Upon failure to make contact with the Promoter and/or meet these terms, the Promoter reserves the right to report to the Police and/or other relevant authorities, any claim(s) it suspects to be fraudulent.
8. Participants who are eligible to apply for a Reward will only receive that Reward if they fulfil each of the Reward Criteria for that Reward, including by applying for that Reward within the time period required by the Promotional Website and in the manner required by the Promotional Website and these terms and conditions. Any application for a Reward that fails to meet these requirements will be deemed invalid.

Applications will also be deemed invalid if they are incomplete, incorrect or incomprehensible, or if they are stolen, forged, mutilated or tampered with in any way.

9. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.

10. Where a Participant's application for a Reward is successful, the Promoter will provide that Reward to the postal address, email address or appropriate account nominated for the receipt of that Reward in that application (as applicable).

11. Reward applications will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Participants may only apply for Rewards in their own name and using their own personal details, and may only provide their own address and account details in their application for the receipt of a Reward. Additionally, a person must not apply for a Reward to which another person is entitled, whether on their behalf or otherwise. **THE PROMOTER TAKES THE ISSUE OF FRAUD VERY SERIOUSLY, AND RESERVES THE RIGHT TO DEEM INVALID AND REPORT TO THE POLICE AND/OR OTHER APPROPRIATE AUTHORITIES ANY APPLICATIONS FOR REWARDS WHICH IT SUSPECTS TO BE FRAUDULENT OR OTHERWISE UNLAWFUL.** The use of automatic software or similar devices to apply for Rewards or enter details into the Promotional Website is prohibited.

12. Management, employees and contractors of either the Promoter or any Authorised Reseller are not eligible to apply for Rewards.

13. If a Participant is required to submit any written material, any photographs or any other material in which intellectual property rights subsist (**Works**) in order to apply for a Reward, those Works must be: (a) the original independent creation of the Participant; (b) owned by the Participant; and (c) free of any claims, including copyright or trademark claims, and must not: (i) have been published previously; or (ii) infringe any person's intellectual property rights. Additionally, the Promoter may in its discretion deem an application to be invalid if it includes any content which, in the opinion of the Promoter, contains profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language, or which is otherwise objectionable.

14. The Promoter may use, reproduce and publish any Works in any media, for any purpose, including for the purpose of: (a) advertising, promoting, marketing or publicising this promotion; or (b) any future promotional, advertising, marketing and/or publicity activities of the Promoter.

15. Rewards that are goods or services (or in the form of a gift voucher or discount) are not exchangeable or redeemable for cash. Any stated value for Rewards is based on the recommended retail value of the Reward in Australian dollars, inclusive of GST. The Promoter accepts no responsibility for any variation in the value of the Reward. If the Reward is unavailable, for whatever reason, the Promoter reserves the right to substitute the Reward for an alternative Reward of equal or greater value. To the extent permitted by law, no compensation will be payable if, for any reason, a successful Participant is unable to use a Reward as stated.

16. The Promoter reserves the right, at any time, to verify the validity of applications and Participants (including a Participant's identity, age, place of residence, address or account details (as applicable) for the receipt of the Rewards and, where applicable, proof of purchase). Proof of identity, age, residency, address or account details and purchase considered suitable for verification is at the discretion of the Promoter.

17. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper

misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

17. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

19. 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, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. The Promoter will make reasonable efforts to deliver the Reward(s) to successful Participant(s). To the extent permitted by law, the Promoter and its suppliers take no responsibility for Rewards damaged or lost in transit, and once a Reward has left the premises of the Promoter or its supplier, the Promoter will not be responsible for any delay or failure to deliver, or damage caused to the Reward during transit. Any part of any Reward that is not taken for any reason is forfeited. Any taxes which may be payable as a consequence of a Participant receiving a Reward are the sole responsibility of the Participant.

21. Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**'Consumer Guarantees'**). Where a Participant as a Consumer acquires goods and services under these terms and conditions from the Promoter as a supplier and:

(a) the goods or services are PDH Goods or Services, the operation of the Consumer Guarantees cannot be, and are not in these terms and conditions, excluded, restricted or modified; or

(b) the goods or services are not PDH Goods or Services, the Promoter limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at the Promoter's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and the Promoter does not exclude or limit the operation of the Consumer Guarantees under any other provision of these terms and conditions or in any other manner and Participants agree it is fair and reasonable in all the circumstances for the Promoter's liability to be so limited.

22. The Promoter excludes from these terms and conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

23. Except for any liability under the Consumer Guarantees and any other liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and suppliers) excludes all liability (including in negligence), for any personal injury or any other Losses (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; any application for a Reward that is late, lost, altered, damaged or misdirected (whether before or after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; any variation the value of a Reward; any tax liability incurred by any Participant; any Reward; or the use of any Reward.

24. The Promoter's decision in relation to any aspect of the promotion is final and binding and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

25. By applying for a Reward, Participants consent to the Promoter using the personal information they provide for facilitating the promotion, providing Rewards where applicable (and, where they so opt, for future promotional, marketing and publicity purposes), and to the Promoter disclosing that information to its related bodies corporate and contractors for those purposes. Participants may ask the Promoter to access their personal information and request that corrections be made to it.

26. The Promoter may use the name and photograph of any Participant who has successfully applied for a Reward for promotional purposes and without compensation, except where a successful Participant advises the Promoter otherwise when accepting the Reward.

27. A copy of the Promoter's privacy policy is available at http://www.nikon.com.au/en_AU/privacy.page. A request to access, update or correct any information should be specifically directed to the Promoter at Locked Bag 2055, Lidcombe NSW 1825.

28. The Promoter may change these terms and conditions from time to time in its discretion, by posting the revised terms and conditions (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By applying for a Reward or entering details into the Promotional Website, Participants are deemed to have accepted the version of these terms and conditions that applies at that time.

29. These terms and conditions are governed by the laws of New South Wales.

30. In these terms and conditions:

(a) '**Australian Consumer Law**' has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Cth);

(b) '**Authorised Reseller**' means the authorised resellers of Nikon products nominated by the Promoter from time to time at <http://mynikonlife.com.au/partners/buy-local-buy-peace-of-mind/nikon-australia-authorized-resellers>, but excludes any resellers or stores identified on the Promotional Website as inapplicable for this promotion at the time an application for a Reward is made;

(c) '**Consumer**' has the meaning given to that term in section 3 of the Australian Consumer Law;

(d) '**Losses**' means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise; and

(e) '**PDH Goods or Services**' means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.