

## **“NAVMAN CHRISTMAS CASHBACK” PROMOTION TERMS AND CONDITIONS**

- 1 Instructions on how to claim and the rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
- 2 The Promoter is Mitac Australia Pty Ltd (ABN 55 124 265 336) of Unit 5, 51/43 College Street, Gladesville NSW 2111, telephone 1800 837 663 (Australia) and 0800 867 881 (New Zealand).
- 3 Claims are only open to Australian and New Zealand residents.
- 4 Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.
- 5 Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 6 The promotion opens for purchases on 06/11/2017 and ends for purchases at 11:59pm AEDT on 15/01/2018 (“Purchase Period”). The promotion opens for claims on 06/11/2017 and ends for online claims at 11:59pm AEDT on 15/02/2018 (“Claim Period”).
- 7 To be eligible to claim, individuals must purchase one (1) of the following Navman products during the Purchase Period (“Qualifying Purchase”): Navman DRIVEDUO/Navman DRIVEDUO SUV/Navman MiVUE800 DUAL CAMERA/ Navman MiVUE850 DUAL CAMERA
- 8 To claim, individuals must then, during the Claim Period, visit either [www.navman.com.au/cashback](http://www.navman.com.au/cashback) (for Australian claimants) or [www.navman.co.nz/](http://www.navman.co.nz/) (for New Zealand claimants), follow the prompts to the online claim form, input the requested details (including their full name, email address, serial number for the Qualifying Purchase and the store where the Qualifying Purchase was made), upload a copy of their purchase receipt for the Qualifying Purchase and submit the fully completed claim form.
- 9 The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10 Incomplete or indecipherable claims will be deemed invalid.
- 11 Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Purchase; (b) each claim must be submitted separately and in accordance with claim requirements; and (c) a maximum of two (2) claims per person is permitted.
- 12 Claimants must retain either their original or a copy of their purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify that the purchase was made during the Purchase Period but prior to claim.
- 13 If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 14 Successful claimants will be notified by email.
- 15 The Promoter's decision is final and no correspondence will be entered into.
- 16 Every claimant who purchased a Navman DRIVEDUO or Navman MiVUE800 DUAL CAMERA and submits a valid claim will receive \$30 cash back.
- 17 Every claimant who purchased a Navman DRIVEDUO SUV or Navman MiVUE850 DUAL CAMERA and submits a valid claim will receive \$50 cash back.
- 18 Cash back reward will be awarded via electronic funds transfer (EFT) or EFTPOS Gift Card for Australian residents, and via EFT only for New Zealand residents. Australian residents, at the time of submitting their claim, will need to select how they wish to receive their cash back.
- 19 Any ancillary costs associated with redeeming the EFTPOS Gift Card are not included. Any unused balance of the EFTPOS Gift Card will not be awarded as cash. Redemption of the EFTPOS Gift Card is subject to any terms and conditions of the issuer including those specified on the EFTPOS Gift Card.
- 20 If for any reason a claimant does not take / redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
- 21 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 22 Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 23 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), 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.
- 24 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 (including negligence), 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; (d) any variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
- 25 The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.navman.com.au/privacy](http://www.navman.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Australian claimant's PI to any entity outside of Australia.
- 26 The laws of Australia apply to this promotion to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Australia.