

## CANON BACK TO WORK PROMOTION – CASH BACK

### 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 5 Talavera Road Macquarie Park, NSW 2113 (Phone: 13 23 53) (**Promoter**).

#### Participants

3. The Promotion is open to individual Australian residents (**Participants**). Participants under 18 years old must have the consent of their parent or legal guardian to ensure they consent to participate in this promotion, its terms and submitting any Cashback claims.
4. This Promotion is not available in conjunction with any staff discounts available to officers and employees of the Promoter or its related companies or agencies associated with this Promotion.
5. This Promotion is not available in conjunction with any other Canon cash back offer.

#### Purchase Period

6. The purchase period commences on 28 December 2016 and closes on 22 March 2017 (**Purchase Period**).

#### Eligible Purchase

7. The “**Eligible Products**” are listed in clause 11.
8. A Participant makes an “**Eligible Purchase**” when they purchase any new (not pre-owned) Eligible Product during the Purchase Period from Canon Australia’s official online store (<http://store.canon.com.au/>) or from an authorised Canon Australia retailer in the Canon Australia distribution channel.
9. 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 Cashback

10. Where a Participant makes an Eligible Purchase, a Participant can submit a claim for a Cashback in accordance with clause 13 (**Cashback**).
11. The Eligible Products and the applicable Cashback are as follows:

<b>Eligible Product Canon Printer</b>	<b>Cashback</b>
MB2160	\$50
MB2760	\$50
MB5160	\$50
MB5460	\$60

#### Multiple Purchases

12. Multiple claims are permitted provided that each claim is made on the basis of a separate Eligible Purchase and each Eligible Purchase is on a separate receipt. Maximum of 5 claims per household.

### **Claims Process and Deadline**

13. To claim the Cashback, Participants must submit a claim in full by 30 April 2017 (11.59pm for online claims or to be received by last mail for mail in claims) of their Eligible Purchase by:
  - a) visiting [www.canon.com.au/cashbacktowork](http://www.canon.com.au/cashbacktowork) , then inputting their details including their full name, valid email address, bank account details (to receive an electronic funds transfer (EFT)) OR postal address (if the Participant would prefer to receive an EFTPOS Gift Card); then
  - b) either:
    - i. Submitting the claim online along with an uploaded copy of their receipt; OR
    - ii. Submitting the claim online then mailing a copy of their receipt together with a printed copy of the completed and submitted claim form to “Canon CashBack, PO Box 733, Eastern Suburbs MC, NSW 2004”.

Participants can contact the Promoter on [1800 722 229](tel:1800722229) if they need assistance accessing and processing the claim form or if they need to be sent a claim form in the mail.

14. A Participant forfeits their right to a Cashback if the Participant fails to produce a receipt.
15. 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>). The EFTPOS Gift Card comes already activated and will be valid for 12 months from the date of being posted.
16. No responsibility will be accepted by the Promoter for late or misdirected claims and no correspondence will be entered into.
17. The Participant cannot change their Cashback payment selection after submitting the claim.
18. 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.
19. It is the responsibility of the Participant to provide the correct details. Delays and the non-payment of claims that arise as a result of supplying incorrect details are the responsibility of the Participant.
20. To check the status of a claim, Participants can call [1800 722 229](tel:1800722229) or email [canon@cashback.com.au](mailto:canon@cashback.com.au)

### **Cashback Payment**

21. Cashbacks will be paid to the Participant named on the valid claim form submitted to the Promoter in accordance with these terms. Cashbacks are not transferable or assignable.
22. Claims will be paid within 30 days of the Promoter verifying the claim by sending a EFTPOS Gift Card or carrying out an EFT.

### **Collection of personal information**

23. 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.
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](http://www.canon.com.au/Privacy-Policy)), which contains information about access, correction and complaint processes.

### **Other conditions that may invalidate a claim**

25. A Participant forfeits their right to a Cashback for purchases of Eligible Products that are subsequently returned or refunded under any change of mind policy offered by the retailer.
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 claims process.

27. Incomplete or illegible claims may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter.
28. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. 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**

30. 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**).
31. 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 Cashback; or otherwise arising out of this Promotion.

#### **General**

32. All money amounts in these terms are in Australian Dollars inclusive of GST.
33. 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.
34. 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.