

'Canon's 50th Birthday Bash Bonus Promotion (October – December 2023)

TERMS AND CONDITIONS

- By participating in this 'Canon's 50th Birthday Bash Bonus promotion' (Promotion), Entrants accept these terms. Information on how to enter and prizes form part of these terms. Participation is not valid in conjunction with any other offer, except the Promoter's 1.9% current low interest promotion.
- This Promotion starts at 9:00am AEDT 3 October 2023 and ends at 5:00pm AEDT 31 December 2023 (Promotion Period).

Eligibility

- 3. Entry is open to Australian businesses with a current ABN that purchase an Eligible Product from Canon, its authorised agents or authorised participating resellers¹ in the Promotion Period (Entrants). It is not open to any new or existing tender business, existing government or national account customers, or Canon's resellers or agents.
- 4. 'Eligible Products' are the following selected and new (not second-hand or refurbished) 'imageRUNNER Advance DX' colour multifunction printers, 'imagePROGRAF' large format printers and 'imagePRESS' production printers:

Eligible Products
imageRUNNER ADVANCE DX C259i
imageRUNNER ADVANCE DX C359i
imageRUNNER ADVANCE DX C3922i
imageRUNNER ADVANCE DX C3926i
imageRUNNER ADVANCE DX C3930i
imageRUNNER ADVANCE DX C3935i
imageRUNNER ADVANCE DX C5840i
imageRUNNER ADVANCE DX C5850i
imageRUNNER ADVANCE DX C5860i
imageRUNNER ADVANCE DX C5870i
imagePRESS C265
imagePRESS C270
imagePRESS V700
imagePRESS V800
imagePRESS V900
imagePRESS V1000
imagePROGRAF TX-2100

¹ Canon's authorised participating resellers <u>exclude</u> all imagePROGRAF large format printer resellers that purchase Eligible Products from the Promoter's distributors including

imagePROGRAF TX-2100 MFP	
imagePROGRAF TX-3100	
imagePROGRAF TX-3100 MFP	
imagePROGRAF TX-4100	
imagePROGRAF TX-4100 MFP	
imagePROGRAF TZ-30000	
imagePROGRAF TZ-30000 MFP	

How to Enter

- 5. Entrants that purchase an Eligible Product from:
 - (a) Canon and its authorised agents are automatically entered into the Promotion;
 - (b) Canon's authorised participating resellers are entered into the Promotion when the reseller provides requisite information about the Eligible Product sale to Canon (Entry).
- 6. A limit of 5 Entries applies for each Entrant.

Prize and Draw

- 7. The '**Prize**' is cash to the value of A\$10,000.00 that will be paid by electronic funds transfer to the Winner's nominated bank account. There is:
 - (a) 1 Prize for October 2023 drawn from Entries submitted for sales of Eligible Products concluded between 1-31 October 2023;
 - (b) 1 Prize for November 2023 drawn from Entries submitted for sales of Eligible Products concluded between 1-30 November 2023; and
 - (c) 1 Prize for December 2023 drawn from Entries submitted for sales of Eligible Products concluded between 1-31 December 2023;

There is a total of 3 Prizes (each \$A10,000.00) and the total Prize pool value is A\$30,000.00.

- 8. All valid Entries will be included in the draw.
- 9. Each Prize will be randomly drawn and independently scrutinised at the Promoter's head office at 5 Talavera Road, Macquarie Park NSW 2113, subject to any directions of a regulatory authority. The October Prize will be drawn at 12:00 pm AEDT on 30 November 2023. The November Prize will be drawn at 12:00pm AEDT on 3 January 2024. The December Prize will be drawn at 12:00pm AEDT on 30 January 2024.
- 10. The first valid Entry drawn will win each Prize (Winner).
- 11. Each Prize will be announced within 7 days of each Prize draw on the Promoter's website and the Promoter will make reasonable efforts to identify and locate each

Alloys and Ingram (ie. they do not purchase directly from the Promoter). A full list of authorised participating resellers is available on request.



- Winner. Winning is not contingent on being present at the draw
- 12. Each Winner will be notified of its Prize win by telephone and email within 7 days of the Prize draw.
- 13. Prizes will be paid to the Winner's nominated bank account by electronic funds transfer within 28 days after each Prize draw.
- 14. If a Winner returned any Eligible Product for any reason (except the Promoter's default or replacement under its sales contract) it forfeits its right to the Prize and agrees the Promoter may invoice it for the Prize value and it must pay that amount to the Promoter within 30 days of the invoice date.
- 15. The Winner is responsible for all costs associated with its participation in the Promotion.
- 16. The Prize is not exchangeable or transferable.
- 17. If a Prize is unclaimed within 3 months of its applicable Prize draw date stated in clause 9, an unclaimed secondary Prize draw for all unclaimed Prizes (if any) will be held at the at 12:00pm AEDT on 15 February 2024 at the same location as the original draws subject to the approval of any necessary regulatory authority. The Winner will be notified by telephone and email within 2 days of the secondary Prize draw.

Promoter's Decision

- 18. The Promoter's decision is final and binding and no correspondence with be entered into.
- 19. If this Promotion is interfered with in any way or is incapable of being conducted as reasonably anticipated for any reason, including technical difficulties, unauthorised intervention or fraud, the Promoter may, in its sole discretion and to the extent the law permits:
 - (a) disqualify any Enty; or
 - (b) subject to any regulatory authority's written directions, modify, suspend, terminate or cancel this Promotion, as appropriate.
- 20. The Promoter may accept errors and omissions at its sole discretion and its failure to enforce any of its rights is not constitute a waiver of those rights.
- 21. If any dispute arises between an Entrant and the Promoter concerning the conduct of this Promotion or claiming a Prize, the Promoter will take reasonable steps to consider the Entrant's point of view, taking into account any facts or evidence it puts forward, and to respond fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Promotion is final.

Privacy

22. The Promoter collects personal information to conduct the Promotion and communicate with Entrants and may disclose that information to third parties, including regulators and its agents and third party service providers

- for that purpose, and for promotional and marketing purposes. Entrants consent to the use of their personal information for these purposes and that the Promoter may contact them for future marketing and material purposes without compensation.
- 23. Winners consent to the Promoter using their name, likeness, image and/or voice in any media for an unlimited period of time without compensation to promote this Promotion.
- 24. The Promoter manages any personal information it collects subject to its Privacy Policy available at www.canon.com.au/Privacy-Policy that contains access, correction and complaint process details.

Liability

- 25. Any taxes that may be payable as a consequence of receiving a Prize is the Winner's sole responsibility. Winners should seek independent financial advice.
- 26. Except for any liability that cannot be excluded by law such as the *Australian Consumer Law*, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) whether direct, indirect, special or consequential for any loss or damage arising in connection with this Promotion including any:
 - (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) theft, unauthorised access or third party interference;
 - (c) any Entry that is late, lost, altered, damaged or misdirected due to any reason beyond the Promoter's reasonable control;
 - (d) change in Prize value to that stated in these terms; or
 - (e) tax implications.
- All references to currency are in Australian dollars and include GST.
- 28. These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its Courts.
- 29. 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.
- Authorised under NSW Authority no TP/02979, ACT permit no TP 23/01951, NSW permit number NTP/07819 and SA permit licence no T23/1516. END