

'Canon's Cashmas Bonus Promotion' (October – December 2024)

TERMS AND CONDITIONS

- By participating in this 'Canon's Cashmas 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 for the eligible Canon Finance Australia promotion.
- 2. This Promotion starts at 9:00am AEDT 1 October 2024 and ends at 5:00pm AEDT 24 December 2024 (**Promotion Period**).

Eligibility

- 3. Entry is open to Australian-owned businesses with a current ABN and less than 500 employees that purchase an Eligible Product from Canon, its authorised agents or authorised participating resellers¹¹ in the Promotion Period (Entrants). It is <u>not</u> open to any new or existing tender business, existing government (including educational and religious institutions and not-for-profit organisations) or national account (enterprise) 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.

Eligible Products
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

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

1 A full list of authorised participating resellers is available on request.

- 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 2024 drawn from Entries submitted for sales of Eligible Products concluded between 1-31 October 2024:
 - (b) 1 Prize for November 2024 drawn from Entries submitted for sales of Eligible Products concluded between 1-30 November 2024; and
 - (c) 1 Prize for December 2024 drawn from Entries submitted for sales of Eligible Products concluded between 1-31 December 2024;

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 2 December 2024. The November Prize will be drawn at 12:00pm AEDT on 3 January 2025. The December Prize will be drawn at 12:00pm AEDT on 31 January 2025.
- 10. The first valid Entry drawn will win each Prize (Winner).
- 11. Each Winner's details (surname, first initial and postcode) 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 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.
- 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 returns 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 16 February 2025 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 and Winner's details



(surname, first initial and postcode) will be published on the Promoter's website within 7 days.

Promoter's Decision

- 18. The Promoter's decision is final and binding and no correspondence with be entered into. The Promoter may choose to overlook mistakes and omissions and decide not to enforce some of its rights. Not enforcing a right does not mean the Promoter gives up that right.
- 19. If something happens that stops this Promotion from running smoothly, like technical issues, unauthorised intervention or fraud, the Promoter may disqualify any Entry, or change, pause, end or cancel this Promotion, following the law and any regulatory authorities' rules.
 - 20. 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

- 21. The Promoter collects personal information to conduct the Promotion and communicate with Entrants and may disclose that information to third parties, including marketing agencies and service providers for that purpose, and for promotional and marketing purposes. Entrants consent to the use of their personal information for these purposes.
- 22. 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 market and promote this Promotion.
- 23. 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

- 24. 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.
- 25. 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 issues 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 liability incurred by Winners.
- All references to currency are in Australian dollars and include GST.
- 27. The Promoter may amend the terms of this Promotion. Where terms are to be amended, the Promoter will provide 30 days' notice to Entrants.
- 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.
- 30. Authorised under NSW Authority no TP/03860, ACT permit no TP 24/02268, and SA permit no T24/1740. END