

# PANASONIC BONUS LUMIX S5 45MM SIGMA LENS PROMOTION

## TERMS AND CONDITIONS

1. Instructions on how to claim 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. By submitting a claim in this promotion, claimants acknowledge that they have read, understood and accepted these Terms and Conditions.
2. Promotion commences on 8.01am AEST on 1 December 2020 and ends at close of business AEST on 31 December 2020. The promotional dates are outlined below:
  - Purchase period opens at 8.01am AEST on 1 December 2020 and ends at close of business AEST on 31 December 2020, ("**Purchase Period**").
  - You then need to submit your product serial number found on the body of the camera and your final tax invoice / purchase receipt showing a \$0 balance from your participating retailer between 8.01am AEST on 1<sup>st</sup> December 2020 and 11.59pm AEST on 31 December 2020, ("**Claim Period**").

### **Eligibility to Claim**

3. Claims are only open to Australian residents aged 18 years or over.
4. Purchases for and in the name of a trust, a company (including distributors or retailers), a business (other than a sole trader) or on behalf of educational institutions, hospitals, fundraisers and government departments or organisations of a similar kind are not eligible to participate in the promotion. Lay-bys not paid in full by 31 December 2020 are excluded from this Promotion. Lay-by (i.e. not paid in full in the required time) and purchases from duty-free, discounted or clearance eBay sales, parallel import stores and second-hand purchases/retailers are excluded from this promotion.
5. To be eligible to claim, eligible claimants must, during the Purchase Period, purchase a Panasonic Lumix S Series Camera (model numbers DC-S1GN-K, DC-S1MKIT, DC-S1HGN-K, DC-S1HMKIT, DC-S1RGN-K, DC-S1RMKIT, DC-S5GN-K, DC-S5KGN-K) ("**the Participating Products**") from a participating retailer nationally ("**Qualifying Purchase**"). Claimants must then submit their product serial number found on the body of the camera and your final tax invoice / purchase receipt showing a \$0 balance from your participating retailer by no later than 11:59pm AEDST on the 31 December 2020 to finalise the claim.
6. To be eligible to claim you must be a current member of either the Australian Cinematographers Society (ACS) or the Australian Institute of Professional Photography (AIPP). Claimants must submit their Membership Identification Number when submitting their claim.
7. Stock of participating products at each participating retailer is subject to availability and it is the responsibility of the purchaser to check.

### **How to Claim**

8. Claimants must submit their claim online by visiting <https://blogs.panasonic.com.au/consumer/bonus-lens-lumix> on or before 11.59pm AEST on 31 December 2020, complete the online claim form, inputting the requested details including but not limited to their full name, postal address, valid email address and purchase price of the Lumix S Series camera purchased, store of purchase, date of purchase, purchase receipt/tax invoice number, submitting the fully completed online form, and including, uploading a copy of their invoice/receipt showing a zero (\$0) balance owing (for the avoidance of doubt this means "paid in full"). For the purposes of verifying claims, the Promoter will require claimants to upload a copy of their original purchase receipt/tax invoice to their online claim submission. Purchase receipts/tax invoices must show a zero-balance owing. For the avoidance of doubt, claims and the corresponding purchase receipts/tax invoices can only be submitted online; this Promotion doesn't contain a mail or e-mail option.
9. Upon verification of the serial number and proof of payment the gift will be awarded and dispatched within 12 weeks of the claim being finalised.

### **Gifts**

10. Every valid claimant will receive the gift of a Sigma 45mm F/2.8 DG DN Contemporary Lens, valued at \$999 RRP for every valid claim submitted and received by the Promoter in accordance with these terms and conditions.
11. If a claimant returns a Participating Product purchased for any reason other than a standard exchange for the same product, the claimant's claim will be rendered invalid, and if the claimant has already received the gift, the claimant will be required to return the gift, in full, to the Promoter at their own cost.

### **General Terms**

12. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (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.
13. Claim forms may be subject to follow up enquires or investigations or security and verification checks as the Promoter determines to apply in its absolute discretion. The claim form will be ineligible if it (and/or purchase receipt/tax invoice) is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if these documents fail any of the Promoter's security and verification checks.
14. Incomplete, indecipherable or illegible claims will be deemed invalid.
15. Only one (1) claim can be made per person.
16. Claimants must retain their original purchase receipt/tax invoice as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation and forfeiture of any right to a gift. The Purchase receipt/tax invoice must clearly specify the participating retailer where the Participating Product was purchased, purchase date (showing purchase was made during the Purchase Period and prior to submission of the online claim form), Panasonic product model number and purchase cost. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
18. Claims must be successfully verified by the Promoter before a gift will be awarded. The value of the gift is correct at the time of printing. The Promoter accepts no responsibility for any discrepancy in the gift value.
19. The Promoter shall use all reasonable efforts to ensure that all approved claims will be fulfilled within twelve (12) weeks from the time the claim is validated. The Promoter accepts no responsibility should the delivery take longer than twelve (12) weeks for reasons beyond its reasonable control.
20. If for any reason a claimant does not take a gift at or by the time stipulated by the Promoter, then the gift will be forfeited.
21. Claimants are required to provide all details requested by the Promoter. In the event that a claimant fails to provide any of the details requested, the claim will be invalidated and no corresponding gift will be awarded to that claimant.
22. Claimants must have fully paid for the Participating Product before they are eligible to submit a claim.
23. Claimants are responsible for ensuring that they provide the Promoter with accurate details relating to their claim. In the event that a claimant provides any incorrect details on their claim form, the Promoter shall not be liable for the gift not being awarded or being delivered to the wrong address. In either of these cases, the gift will be forfeited by the original claimant and no additional gift will be awarded.
24. If the gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification.
25. Gifts are not transferable or exchangeable and cannot be taken as cash.
26. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. 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.
28. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used.
29. 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 State and Territories of Australia ("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.

30. 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
31. The Promoter shall not be responsible for any delays in supply of the gift to the claimant. The Promoter shall additionally not be responsible for any delays caused as a result of inbound transportation, disruptions (including but not limited to strikes, weather, postage delays, etc.) which are caused by events, which are beyond the control of the Promoter and/or the supplier of the gift.
32. As a condition of claiming a gift, each claimant must when requested sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
33. The Promoter reserves the right to extend the promotion without notice and at their discretion.
34. 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 and gift suppliers. 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 <http://www.panasonic.com/au/privacy-policy.html>. 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 claimant's personal information to any entity outside of Australia. However, from time to time, Panasonic may require entrants to provide PI directly to its related bodies corporate, which are based overseas, for the purposes of providing support to a claimant for specific Panasonic products. Panasonic is not responsible for any PI provided by claimants directly to such entities, which are not bound by the *Privacy Act 1988* (Cth). Entrants may review the relevant entities' privacy policies to check how they will deal with PI, before providing their PI to them.
35. Any queries regarding this promotion should be directed to the customer service hotline on 132 600 between 8.30am and 6.00pm AEST/AEDST Monday to Friday, excluding public holidays.
36. The Promoter is Panasonic Australia Pty Limited of 1 Innovation Road, Macquarie Park, NSW 2113. ABN 83 001 592 187.