

## Sony New Zealand Winter 2019 Cashback Promotion

Buy selected cameras or lenses and get up to \$250 cashback by online redemption

### CONDENSED TERMS AND CONDITIONS:

Open to New Zealand residents who are over the age of 18. Promotion opens 1/6/19 at 12.01am NZST and closes 31/7/19 at 11:59pm NZST. Purchase qualifying Sony models (\$150: ILCE6500B, ILCE6500MB, ILCE7M2B, SEL1224G, SEL1635Z, SEL35F14Z, SEL70200G, SEL70300G, FDRAW33, FDRAW53, FDRAW700; \$250: ILCE7RM2B, ILCE7SM2B, ILCE7RM3B) from a participating retailer during the promotion period and register purchase online at [www.sony.co.nz/cashback](http://www.sony.co.nz/cashback) within 14 days of purchase. Keep original itemised receipt. Each valid claim will receive the cashback provided in the full terms and conditions in the form of a cheque. Offer not valid in conjunction with any other offer or discount. The Promoter is Sony New Zealand Limited, 100 Ponsonby Road, Auckland 1011. Visit [www.sony.co.nz/cashback](http://www.sony.co.nz/cashback) for full terms and conditions.

### FULL TERMS AND CONDITIONS

#### The offer

Buy a selected camera or lens from a participating retailer between 1 June 2019 and 31 July 2019 and get up to \$250 cashback by online redemption. Terms and conditions apply.

#### 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. Any costs associated with accessing the promotional website or making a claim remain the responsibility of each claimant and are dependent on the internet service provider used. Claimants must have a compatible mobile device or desktop suitable for the purpose of making a claim.
3. Claims are only open to New Zealand residents who are 18 years and older. 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. Employees (and their immediate families) of the Promoter, Participating Stores (defined in clause 6 below), and agencies associated with this promotion are ineligible to claim.
4. Promotion commences at 12:01AM NZST on 1/6/2019 and closes for purchases at 11:59PM NZST on 31/7/2019 ("**Purchase Period**").
5. To be eligible to claim, individuals must purchase either outright or with retailer finance an Eligible Product (being products listed in clause 6 below) from any participating Sony New Zealand authorised dealer ("**Participating Store**") during the Purchase Period and the purchase must not have been made under any other offer or discount provided by a Participating Store ("**Qualifying Purchase**"). Participating Stores include, but are not limited to: Sony Store, Sony Store Online, Auckland Camera Centre, Carters Photographic, Hanafins, Harvey Norman, Heathcote Appliances, JB Hi-Fi, Kens Cameras, Noel Leeming, PB Technology, Photo & Video International, Photo Warehouse, Photogear, Phototronic Services, Progear, Rubber Monkey, Snapshot Cameras, Topic, Wellington Photographic Supplies. For the avoidance of doubt:

- a. Lay-by and purchases from duty-free, eBay, Trade Me, parallel import stores and second hand retailers are excluded from this promotion.
  - b. Claims from, or on behalf of businesses or resellers (i.e. distributors or retailers) are not eligible for this Promotion. Only Claimants who are 'end-users' of the Eligible Products are entitled to claim under this Promotion. For the purpose of this Promotion, 'end-user' means "Consumer" as defined in the New Zealand Consumer Guarantees Act 1993.
6. "**Eligible Products**" and the corresponding cashback values ("**Cashback**") are as follows:

Cashback Value	Alpha cameras	Alpha lenses	Handycam camcorders
\$150	<b>A6500</b> (ILCE6500B, ILCE6500MB) <b>A7 II</b> (ILCE7M2B)	SEL1224G, SEL1635Z, SEL35F14Z, SEL70200G, SEL70300G	FDRA33, FDRA53, FDRA700
\$250	<b>A7r II</b> (ILCE7RM2B) <b>A7s II</b> (ILCE7SM2B) <b>A7r III</b> (ILCE7RM3B)		

7. To claim a Cashback, individuals must then complete the following steps within 14 days of the Qualifying Purchase:
  - a. Register their Eligible Product by visiting [www.sony.co.nz/cashback](http://www.sony.co.nz/cashback) ("**Website**"), following the prompts to the product registration page, inputting the requested details (including their title, full legal name, postal address, telephone number, mobile telephone number (if applicable), current and valid email address, date of Qualifying Purchase, the serial number of the Eligible Product purchased, the full purchase receipt number for the Qualifying Purchase, and an image of the Eligible Product serial number) and submitting the fully completed registration form ("**Online Registration Form**"). The name of the claimant on the Online Registration Form must match the name on the purchase receipt (if any). If any of the details submitted as part of the proof of purchase documentation do not match the Online Registration Form details submitted by the claimant, the claim will be deemed invalid.
  - b. If the Online Registration Form is incomplete (or if any part of the submitted details is not legible), the Promoter, at its discretion, may send an email to the claimant (to the email address nominated on their Online Registration Form), requesting them to clarify any missing details or provide proof of purchase to verify their Qualifying Purchase ("**Claim Email**"). To do so, claimants must follow the prompts contained in the Claim Email to provide the requested information or to provide a copy of their full purchase receipts (eftpos or credit card receipt together with store receipt) and a photograph of their Eligible Product serial number to the Promoter via email or mail-in.
8. Once all required documentation has been received and the claim has been validated, the Cashback, in the form of a cheque made payable to the claimant, will then be dispatched to the address provided within 2 to 6 weeks of validation. The claimant must deposit cheques within the time specified by the Promoter. Once any cheque has left the premises of the Promoter (or the Promoter's agencies and companies associated with the promotion), to the extent permitted by law, the Promoter and its agencies and companies will not be responsible for any delay in delivery, loss or damage to the cheque.
9. If, due to an error by the successful claimant, the Promoter dispatches the cheque to the wrong address or made out to the wrong person, the Promoter will, at its discretion, cancel

the original cheque and reissue a replacement cheque, less any costs associated with reissue. Mailing addresses provided must be within New Zealand.

10. The successful claimant agrees that he or she will not bring a claim against the Promoter, its employees, directors, agents and, or contractors (including its related bodies corporate and/or its or its related bodies corporates' employees, agents or contractors) to recover Cashbacks mistakenly dispatched to the wrong address due to the error of the successful claimant. If for any reason a valid claimant does not supply their mailing address by the 14 August 2019 (or by the time stipulated by the Promoter), then the Cashback will be forfeited.
11. Incomplete, indecipherable or illegible claims will be deemed invalid unless rectified under the process set out in 7.b (if applicable).
12. Multiple claims are permitted per person, subject to the following:
  - a. only one (1) valid claim is permitted per Eligible Product purchased (i.e. per product serial number and/or store invoice issued) and a valid proof of purchased must accompany each Eligible Product; and
  - b. a maximum of three (3) Eligible Products can be submitted per claim on the Website.
13. Claimants must retain their original purchase receipt(s) (including eftpos receipts, unless paid in cash) for all claims as proof of purchase. Failure to produce the proof of purchase for each claim when requested may, in the absolute discretion of the Promoter, result in invalidation of that claim and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the Participating Store of purchase, that an Eligible Product was purchased, and that the purchase was made during the Purchase Period but prior to claim submission.
14. The Promoter is not responsible if a claimant's mobile device/desktop is not sufficiently capable for the purpose of submitting a claim for this promotion, including having the requisite photograph capability.
15. Claimants can only enter in their own name. Subject to clause 20, the Cashback will be made in the form of a cheque made payable to the claimant.
16. 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 reserves its legal rights to recover damages or other compensation from such an offender.
17. 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.
18. An Eligible Product cannot be returned if the claimant has made a valid claim and the Cashback cheque has been dispatched. If an Eligible Product is somehow returned (and the claimant receives a partial or full refund of the purchase price of the Eligible Product) after the claimant's entry has been processed and the cashback cheque has been dispatched, the Promoter reserves the right to reclaim the Cashback from the claimant or to request payment for the value of the Cashback.
19. The Promoter's decision is final and no correspondence will be entered into.
20. If a claimant is under the age of 18 years, the reward will be awarded to the claimant's nominated parent or guardian on the successful claimant's behalf.
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 to disqualify any claimant, modify, suspend, terminate or cancel the promotion, as appropriate.
22. 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 set out in the Fair Trading Act 1986 or Consumer Guarantees Act 1993 ("**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 tax liability incurred by a claimant; or
    - e. taking/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 and prize suppliers (including such third parties who may be outside of New Zealand). Claiming 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.sony.co.nz/section/privacypolicy](http://www.sony.co.nz/section/privacypolicy) . 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 New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
  26. The Promoter is Sony New Zealand Limited (NZBN 9429039024756) of 100 Ponsonby Road, Auckland 1011.