

## Olympus OM-D E-M5 Mark III 'Explorer' Promotion – Terms & Conditions

- Information and instructions on how to enter this promotion and claim the bonus form part of these Terms and Conditions. By participating in this Promotion and by claiming a bonus, consumers accept these Terms and Conditions and agree to be contractually bound by them. This offer not valid in conjunction with any other offer, unless otherwise specified.
- The Promoter is OM Digital Solutions Australia Pty Ltd, ABN 87 644 709 580 of Level 4, 97 Waterloo Road, Macquarie Park NSW 2113 Australia (the "Promoter").
- Claims are open to Australian and New Zealand residents only. Employees (and their immediate families) of the Promoter; Dealers, Retailers and their Related Entities are ineligible to enter and or claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Related Entities has the meaning given to that term by the Corporations Act 2001 (Cth).
- Entries are limited to three (3) per individual and/or household.
- The Promotional Period means from at 00:01 (AEST) on 8 February 2021 to 23:59 on 31 March 2021. The Promoter will accept bonus item claims received by the Promoter on or before 25 April 2021 provided that the relevant Promotional Products were purchased during the Promotional Period. The Promoter reserves the right to extend the Promotional Period, or the deadline for making bonus item claims at their discretion.
- To be eligible to claim the applicable 'Explorer', consumers must purchase, from an authorised Australian or New Zealand retailer with a registered business (a business holding a valid Australian or New Zealand Registered business number) during the Promotional Period, up to three (3) of the following product(s), kits included, during the Promotional Period:

Model Code	Model
V207090BA000	E-M5 MARK III Black Body Only
V207090SA000	E-M5 MARK III Silver Body Only
V207091BA000	E-M5 MARK III Black 14-150 Kit
V207091SA000	E-M5 MARK III Silver 14-150 Kit
V207092BA000	E-M5 MARK III Black 12-45 Kit
V207092SA000	E-M5 MARK III Silver 12-45 Kit

- 'Explorer' reward is one 1 x Olympus Backpack (including cap, towel and water bottle), valued at \$70.00 AUD/NZD and 1 x Olympus M.Zuiko Digital 25mm F1.8 Lens, valued at \*\$529AUD/\$599NZD. The bonus items are not transferable, exchangeable or redeemable for cash.
- An authorised Australian or New Zealand retailer is deemed to be an organisation that meets the following criteria: a. the organisation holds a valid Australian or New Zealand Registered business number b. the organisation has operating arrangements that meets one of the following conditions: I. Direct operations with OM Digital Solutions Australia or II. Operations with one of OM Digital Solutions Australia's authorised distributors. In Australia; Multimedia Technology (MMT) [www.mmt.com.au](http://www.mmt.com.au). In New Zealand; Dove Electronics [www.dove.co.nz](http://www.dove.co.nz). c. the organisations shipment point is from an Australian or New Zealand address only. For verification of a organisations authorisation please contact OM Digital Solutions Australia on 1300 659 678 or via e-mail [AU-promotions@om-digitalsolutions.com](mailto:AU-promotions@om-digitalsolutions.com).
- To claim for the 'Explorer' promotion via redemption, consumers must complete the official online entry form available at <https://shop.olympus.com.au/promotions> (Australia) by: a. submitting the requested details, including full name, phone number, email address and delivery address; b. submitting the unique serial number and the purchase receipt number for the relevant purchased product; c. uploading a legible, scanned copy of the purchase receipt for the relevant Promotional Product or posting a legible copy of the purchase receipt to "Explorer Promotion", OM Digital Solutions, Lvl 4, 97 Macquarie Park, NSW 2113.
- File types accepted for the scanned copy of the purchase receipt include jpg, jpeg, gif, png, or pdf to a maximum size of 4MB.

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11. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. Incomplete, indecipherable, illegible or fraudulent claims will be deemed invalid. The Promoter accepts no responsibility for late, lost, incomplete, indecipherable, incorrectly submitted, delayed, illegible, corrupted or misdirected claims.
13. Claimants must retain a copy of their original receipt(s) for all Promotional Products which warrants the 'Explorer' promotion claim, as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's 'Explorer' promotion claims and forfeiture of any right to a 'Explorer' promotion claim. Purchase receipt(s) must clearly specify the Australian or New Zealand registered business and that the purchase was made during the Promotional Period and prior to the 'Explorer' claim.
14. Claimed rewards will be dispatched within 8 weeks for Australian customers and 8 weeks for New Zealand customers from the date the Promoter validates the relevant claim. The rewards will be delivered to the preferred delivery address nominated by the claimant on the online entry form. Post Office Boxes cannot be used as the delivery address.
15. 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. Identification considered suitable for determination is at the sole discretion of the Promoter.
16. The Promoter's decision is final, and no correspondence will be entered into.
17. The Promoter reserves the right to withdraw, cancel, or amend the competition, or these terms and conditions, at any stage or at any time without any liability to the claimant, but will always endeavour to minimize the effect to claimants in order to avoid undue disappointment.
18. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the Competition and Consumer Act 2010 (Cth), or any other implied warranties under any legislation in Australia & New Zealand. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 or offer 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 offer value to that stated in these Terms and Conditions; or (e) participation in this Promotion or any use of a Gift.
19. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, offer suppliers and as required, to Australian & New Zealand regulatory authorities. Claim is conditional on providing this information. If the claimant marks the appropriate box on the claim form, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.
20. The agreement which comes into force under these Terms and Conditions is governed by and must be construed in accordance with the laws in force in New South Wales, and the claimant and the Promoter submit to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.