Terms & Conditions

"NIKON EFTPOS PROMOTION OCTOBER 2024"

YOU SHOULD BE AWARE OF SEVERAL KEY TERMS

These Terms and Conditions are important, and you should read them carefully. There are, however, specific terms that we want to draw to your attention:

Limitation of our liability

Except for any liability under the Australian Consumer Law or any other liability that cannot be excluded, the Promotor's liability to you is excluded or limited in certain circumstances including in respect of any application for a Reward that is late, lost, altered, damaged or misdirected for any reason beyond the reasonable control of the Promotor (see paragraph 41 for further details).

This summary is not a substitute for reading and understanding the Terms and Conditions, and it is not intended to substitute, expand or amend them. Please contact us if you have any questions.

Promotion

Purchase a qualifying Nikon product ("Qualifying Products") during the 10th of October 2024 to the 6th of November 2024 from a Nikon Australia Authorised Reseller and receive a Prepaid Eftpos Card Reward up to the value of $1,000.00 AUD.

This offer is available via redemption only before December 6th 2024 and is subject to the following terms and conditions. By applying for a Reward, you are deemed to accept and must comply with, these terms and conditions.

Promotional Period

1. The Promotion commences at 12:01 am on the 10th of October 2024 AEST and ends at 11:59 pm on the 6th November 2024 (AEDT) ("Promotional Period").
2. All claims for Rewards must be submitted and received by the Promoter before the 6th December 2024 at 11:59pm (AEDT).

Qualifying Products:

Qualifying products must be purchased as brand new products purchased from Nikon Authorised Resellers.

Ex-Demo, Refurbished and second-hand products are not included in this promotion and therefore not eligible for any promotional rewards.

The eligible Qualifying Products are as follows:

Product Code	Qualifying Product	Reward Value
DSLR		
VBA520CA	D850 BODY	$150
VBK520ZA	D850 24-120 VR KIT	$200
VBA560BA	D780 BODY	$100
VBK560YA	D780 24-120 VR KIT	$150
VBA510CA	D7500 BODY	$50
VBK510NA	D7500 AF-S 18-140 VR	$75
COOLPIX		
VQA100AB	COOLPIX P950 BLACK	$50
MIRRORLESS		
VOA080AA	Z 9 BODY	$300
VOA100AA	Z 8 BODY	$300
ALL COLOURS	Zf Body	$200
	Zf Body + Z 40mm f/2 (SE)	$225
VOA070CA	Z 7II BODY	$300
VOA130AA	Z6III BODY	$300
VOK130XA	Z6III + NIKKOR Z 24-70mm f/4 S KIT	$300
VOK130YA	Z6III + NIKKOR Z 24-200mm f/4-6.3 VR KIT	$300
VOK130ZA	Z6III + NIKKOR Z 24-120mm f/4 S KIT	$300
VOA060BA	Z 6II BODY	$200
VOK060ZA	Z 6II + NIKKOR Z 24-70mm f/4 S	$200
VOA040BA	Z 5 BODY	$100
VOK040WA	Z 5 + NIKKOR Z 24-50mm f/4-6.3	$125
VOK040VA	Z 5 + NIKKOR Z 24-200mm f/4-6.3 VR	$200

VOA090AA	Z fc BODY	$50
ALL COLOURS	Z fc + NIKKOR Z DX 16-50 VR SL	$50
	Z fc + NIKKOR Z 28 f/2.8 (SE)	$75
	Z fc + NIKKOR 16-50 VR SL + 50-250 VR	$100
VOA050FA	Z 50 BODY	$50
VOK050RA	Z 50 + NIKKOR 16-50mm VR	$75
VOK050SA	Z 50 + NIKKOR 16-50mm + 50-250mm VR	$100
VOK110RA	Z 30 + 16-50mm f/3.5-6.3 VR	$50
790110	Z 30 Power Zoom Kit	$50

Product Code	Qualifying Product	Reward Value
MIRRORLESS LENSES		
JMA001DA	NIKKOR Z 50mm f/1.8 S	$50
JMA003DA	NIKKOR Z 50mm f/1.2 S	$100
JMA102DA	NIKKOR Z 35mm f/1.8 S	$50
JMA103DA	NIKKOR Z 24mm f/1.8 S	$50
JMA104DA	NIKKOR Z 20mm f/1.8 S	$50
JMA105DA	NIKKOR Z 28mm f/2.8	$30
JMA106DA	NIKKOR Z 40mm f/2	$30
JMA108DA	NIKKOR Z 26mm f/2.8	$30
JMA109DA	NIKKOR Z DX 24mm f/1.7	$30
JMA112DA	NIKKOR Z 35mm f/1.4	$50
JMA301DA	NIKKOR Z 85mm f/1.8 S	$50
JMA302DA	NIKKOR Z 85mm f/1.2 S	$100
JMA303DA	NIKKOR Z 135mm f/1.8 S Plena	$100
JMA501DB	NIKKOR Z 400mm f/2.8 TC VR S	$800
JMA502DB	NIKKOR Z 800mm f/6.3 VR S	$300
JMA503DA	NIKKOR Z 400mm f/4.5 VR S	$200
JMA504DB	NIKKOR Z 600mm f/4 TC VR S	$1,000
JMA505DA	NIKKOR Z 600mm f/6.3 VR S	$200
JMA602DA	NIKKOR Z MC 105mm f/2.8 VR S	$100
JMA603DA	NIKKOR Z MC 50mm f/2.8	$100
JMA705DA	NIKKOR Z 14-30mm f/4 S	$50

JMA708DA	NIKKOR Z 24-70mm f/2.8 S	$200
JMA709DA	NIKKOR Z 70-200mm f/2.8 VR S	$200
JMA710DA	NIKKOR Z 24-200mm f/4-6.3	$100
JMA711DA	NIKKOR Z 14-24mm f/2.8 S	$200
JMA713DA	NIKKOR Z DX 18-140mm f/3.5-6.3 VR	$50
JMA716DB	NIKKOR Z 100-400mm f/4.5-5.6 VR S	$150
JMA717DA	NIKKOR Z 28-75mm f/2.8	$100
JMA718DA	NIKKOR Z 17-28mm f2.8	$100
JMA719DA	NIKKOR Z DX 12-28 f/3.5-5.6 PZ VR	$50
JMA720DA	NIKKOR Z 180-600mm f/5.6-6.3 VR	$100
JMA721DA	NIKKOR Z 70-180mm f/2.8	$100
JMA722DA	NIKKOR Z 28-400mm f/4-8 VR	$100
JMA903DA	Z TELECONVERTER TC-1.4x	$50
JMA904DA	Z TELECONVERTER TC-2.0x	$75
JMA001DA	NIKKOR Z 50mm f/1.8 S	$50

How to Redeem / Eligibility

1. Subject to product availability, the Participant must purchase a Qualifying Product in a single transaction from a Nikon Australia Authorised Reseller during the Promotional Period ("**Qualifying Transaction**"). Qualifying Products are subject to availability. It is the Participant's responsibility to request a purchase receipt if one is not automatically provided at the time of the Qualifying Transaction.
2. The full list of Nikon Australia Authorised Resellers can be found here: https://www.nikon.com.au/authorised-resellers
3. Entry is only open to individuals who are eighteen (18) years or over and reside in Australia.

4. To apply for a Reward:

a. a Participant must have purchased a Qualifying Product (excludes refurbished and second hand products) from a Nikon Australia Authorised Reseller within Australia during the Promotional Period;

b. The model of that Qualifying Product must be identified on the Promotional Website or in clause 3 of these Terms and Conditions as a model in respect of which a Reward is available.

c. The Qualifying Product must have been paid for in full by the Participant within the relevant Promotional Period;

d. The Participant will need to visit the Promotional Website and complete and submit the online claim form prior to the 6th of December 2024 by visiting https://www.nikonpromotions.com.au/october2024 and:

i. following the prompts on the Promotional Website, relevant to the Promotion;

ii. inputting and confirming the requested details by completing all of the fields within the entry form including full name, email address, mailing address, mobile number, date of purchase, the location of the Nikon Australia Authorised Reseller ("**Promotion Location**"), the Qualifying Product purchased and any other information reasonably requested from time to time.

iii. uploading a scanned, legible, and full image of the purchase receipt along with the unique serial number of the Qualifying Product, along with the 'Nikon Service Warranty' serial number card which is supplied with all Nikon products.

iv. acknowledging acceptance of these Terms and Conditions;

v. acknowledging acceptance of the Privacy Policy; and

vi. accepting or declining to receive future promotional, marketing and publicity communication.

5. Entry is conditional on the provision of the personal information and other information requested.

6. The Participant must comply with all other Reward Criteria in relation to that Reward.

7. Once the Participant's completed and submitted claim form has been submitted, participants will receive a claim confirmation email immediately.
Claims will be validated within three business days from the date of submission.
Once a claim is validated, the Participant will receive a confirmation email within 24 hours of approval.

8. Information on Rewards, how to apply for them, and other details contained on the Promotional Website form part of these Terms and Conditions. By applying for a Reward or otherwise entering details into the Promotional Website, Participants acknowledge that they have read, understood and agree to be bound by these Terms and Conditions.

9. A Participant may only claim for, and will only receive, a maximum of one (1) Reward for each available model of the Qualifying Product purchased by the Participant during the Promotional Period. If more than one (1) claim for a Reward is submitted by a Participant for the same model of the Qualifying Product, the Promoter will consider the one (1) Reward claim and disregard other Reward claims, by that Participant in respect of that model of the Qualifying Product, whether received at the same time or subsequently. A Participant may only claim up to five (5) Rewards per purchase receipt.

10. The Participant must immediately return any Reward they receive in connection with that Qualifying Product to the Promoter if they return the Qualifying Product for a refund or credit. The Promoter reserves the right to issue the Participant with a request for the return of Rewards in these circumstances. Additionally, if a Reward is not returned upon request, the Promoter reserves the right to restrict or stop the use of any Card (as that term is defined below) forming part of that Reward. Where the Participant is required to return a Reward under these Terms and Conditions but has disposed of, transferred or spent that Reward or any portion of the value of that Reward, the Participant agrees to pay the Promoter an amount equal to the retail value of the Reward disposed of, transferred or spent. Upon failure to make contact with the Promoter and/or comply with these terms, the Promoter reserves the right to report to the police and/or other relevant authorities, any claim(s) it suspects to be fraudulent.

11. Participants who are eligible to apply for a Reward will only receive that Reward if they fulfil each of the Reward Criteria for that Reward, including by applying for that Reward within the period required by these Terms and Conditions and in the manner required by the Promotional Website and these Terms and Conditions. Any application for a Reward that fails to meet these requirements will be deemed invalid. Applications will also be deemed invalid if they are incomplete, incorrect, indecipherable or incomprehensible, or if they are forged, mutilated or tampered with in any way.

Proof of Purchase

12. Participants must retain their original purchase receipt in respect of the Qualifying Product as proof of purchase. Failure to produce the proof of purchase for an entry when requested as part of an application or claim for a Reward may, in the absolute discretion of the Promoter, result in the Participant no longer being eligible to, and forfeiture of, the relevant Reward . The purchase receipt must clearly specify the Promotion Location of the Qualifying Transaction, contact details for the Nikon Australia Authorised Reseller, date of purchase, Qualifying Product, purchase amount, and that the Qualifying Transaction was made in full during the Promotional Period.

Reward

13. Every valid approved application received will be supplied the choice of:

a. one (1) Digital Prepaid Eftpos Card issued via email; or
b. one (1) physical Prepaid Eftpos Card sent to the Participant's mailing address.

(each a "**Card**") and in each case valued in accordance with the amount stated on the Promotional Website in respect of the relevant Reward.

14. Your card expires 36 months from date of issue. Cards are not refundable or reloadable. This card is an eftpos card that can be used for purchasing goods and services within Australia, where prepaid eftpos is accepted for electronic transactions (excluding transaction at ATM's or over the counter at financial institutions. Eftpos gift cards are still subject to individual merchant acceptance. Digital eftpos cards are only compatible with Australian mobile numbers and requires an NFC-enabled mobile device. For full terms and conditions go to https://www.eftpos.gift/termsandconditions. We reserve the right to change these Terms & Conditions at any time.

15. The Digital Prepaid Eftpos Card will be sent to the email address specified in the online claim form. Digital cards are issued within 24 hours of claim approval.
As part of the email process to access a Digital Eftpos Card, the Participant will need to enter their mobile number to receive an SMS containing prompts they must follow to access their Digital Prepaid Eftpos Card.

18. Physical EFTPOS cards can take up to 28 days from claim submission to be received. Please contact support@nikonpromotions.com.au for more information regarding claim progress and/or shipping of the Physical Eftpos Card.

19. The Promoter may decline any invalid application, although it reserves the right

(in its sole discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.

20. Where a Participant's application for a Reward is successful, the Promoter will provide that Reward to the postal address, email address or appropriate account nominated for the receipt of that Reward in that application (as applicable).

21. Reward applications will be deemed to have been made at the time of their receipt by the Promoter and not at the time of transmission. Participants may only apply for Rewards in their own name and using their own personal details, and may only provide their own address and account details in their application for the receipt of a Reward. Additionally, a person must not apply for a Reward to which another person is entitled, whether on their behalf or otherwise. THE PROMOTER TAKES THE ISSUE OF FRAUD VERY SERIOUSLY, AND RESERVES THE RIGHT TO DEEM INVALID AND REPORT TO THE POLICE AND/OR OTHER APPROPRIATE AUTHORITIES ANY APPLICATIONS FOR REWARDS WHICH IT SUSPECTS ON REASONABLE GROUNDS TO BE FRAUDULENT OR OTHERWISE UNLAWFUL. The use of automatic software or similar devices to apply for Rewards or enter details into the Promotional Website is prohibited.

22. Directors, officers, management, employees, and contractors (and their immediate families) of:

a. the Promoter; and

b. participating Nikon Australia Authorised Resellers and agencies associated with this Promotion,

are ineligible to participate in the Promotion and/or receive a Reward,

For the purpose of this clause 29, '**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 first (1st) cousin.

23. The Promoter may in its discretion deem an application to be invalid if it includes any content which, in the opinion of the Promoter, contains profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language, or which is otherwise objectionable.

24. Rewards that are goods or services (or in the form of a gift voucher or discount) are not exchangeable or redeemable for cash. Any stated value for Rewards is based on the recommended retail value of the Reward in Australian dollars, inclusive of GST. If the Reward is other than cash, a prepaid card or discount, the Promoter accepts no responsibility for any variation in the value of the Reward. If the Reward is unavailable, for whatever reason, the Promoter reserves the right to substitute the Reward for an alternative Reward of equal or greater value.

25. Rewards cannot be transferred or exchanged and cannot be taken as cash. All Rewards must be taken as and when offered.

26. The Promoter reserves the right, at any time, to verify the validity of applications and Participants (including a Participant's identity, age, place of residence, address or account details (as applicable) for the receipt of the Rewards and, where applicable, proof of purchase). The Participant must provide proof of identity, age, residency, address or account details and purchase information for the purpose of verification as reasonably requested by the Promoter.

27. The Promoter reserves the right in its sole discretion to disqualify any individual from this Promotion and all future Promotions who it reasonably believes has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

28. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

29. 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 (including the existence of any virus or bug or other cause beyond the Promoter's control which threatens the proper administration or security of the Promotion), unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to:

a. to the extent of any unauthorised intervention or fraud by a Participant, disqualify that Participant;

b. subject to any written directions from a regulatory authority, modify, suspend, terminate, or cancel the Promotion, as appropriate; or

c. change, supersede, or extend these offers at its discretion.

30. The Promoter will make reasonable efforts to deliver the Reward to Participants who have successfully applied for the relevant Reward. Any part of any Reward that is not taken for any reason is forfeited. Any taxes which may be payable as a consequence of a Participant receiving a Reward are the sole responsibility of the Participant.

31. Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ('Consumer Guarantees'). Where a Participant as a Consumer acquires goods and services under these Terms and Conditions from the Promoter as a supplier and:

a. the goods or services are PDH Goods or Services, the operation of the Consumer Guarantees cannot be, and are not in these Terms and Conditions, excluded, restricted or modified; or

b. the goods or services are not PDH Goods or Services, the Promoter limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at the Promoter's option):

i. in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and

ii. in the case of services, re-supplying the services or paying the cost of having the services re-supplied,
and the Promoter does not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms and Conditions or in any other manner, and Participants agree it is fair and reasonable in all the circumstances for the Promoter's liability to be so limited.

32. The Promoter excludes from these Terms and Conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

33. Except for any liability under the Consumer Guarantees and any other liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and suppliers):

a. excludes all liability (including in negligence), for:

i. any personal injury or death;

ii. any loss suffered by a third party, any indirect, special, consequential or exemplary loss, or any other loss of profit, revenue or savings; and

iii. any Loss arising out of the following: any technical difficulties or equipment malfunction, any third party interference, any application for a Reward that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter, any tax liability incurred by any Participant or the use of any Reward.

b. limits its other liabilities for Losses under or in connection with these Terms and Conditions, at the Promoter's option:

i. in the case of goods, repairing and replacing the goods or paying the cost of having the goods repaired or replaced; and

ii. in the case of services, re-supplying the services or paying the cost of having the services re-supplied.

c. Assumes no responsibility for:

i. Any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Participant whether caused by problems with communication networks or lines, computer systems, software, or internet service providers, congestion on any carrier network or otherwise;

ii. Any theft, destruction, or unauthorised access to, or alteration of such communications;

iii. Any problem with, or technical malfunction of, any computer system, internet malfunction, or other equipment used for the conduct of the Promotion or prevents the Participant from entering the Promotion;

iv. Any incorrect or incomplete information which may be communicated in the course of the administering of this Promotion (whether as a result of one of the foregoing causes or otherwise); or

v. Any delay in delivery (when not directly caused by the Promoter), or failure of safe delivery of a Reward.

34. The Promoter’s decision in relation to any aspect of the Promotion is final and binding and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

35. All personal information a Participant provides to us in connection with these Terms and Conditions will be handled in accordance with our Privacy Policy which is available at https://www.nikon.com.au/privacypolicy, and may disclose such information to third parties, including but not limited to agents, contractors, service

providers, prize suppliers and required to Australian regulatory authorities and without limitation, may be used for facilitating the Promotion and providing Rewards where applicable (and where a Participant so opts, for future promotional, marketing and publicity purposes). Participants may ask the Promoter to access their personal information and request that corrections be made to it.

36. The Promoter may use the name and photograph of any Participant who has successfully applied for a Reward for promotional purposes and without compensation, except where a successful Participant advises the Promoter otherwise when accepting the Reward.

37. The Promoter may change these Terms and Conditions from time to time in its discretion, by posting the revised Terms and Conditions (or a link to them) on the Promotional Website, but such changes will only apply to any future Reward and Reward Criteria which have not been offered on the Promotional Website by the Promoter at the date of the change.

General matters

38. These Terms and Conditions are governed by the laws of New South Wales.

39. Any cost associated with accessing the Promotion website is the Participant's responsibility and is dependent on the internet service provider.

40. To the extent that any term or condition of this Promotion is void or prohibited by law it shall be severable and the balance of the Terms and Conditions shall be subject to all relevant legislative requirements, including, without limitation, federal, and states laws and regulations.

Force Majeure

41. For the purpose of these Terms and Conditions, a "**Force Majeure Event**" means an event, or factors, occurring that is outside the control of the Promoter and therefore effects its ability to undertake performance in accordance with these Terms and Conditions.

42. A Force Majeure Event includes riots, acts of God (natural disaster, earthquake), global pandemic, act of war, hostilities, terrorism, civil disorder, and / or other

unforeseeable circumstances beyond the control of the Promoter, against which would have been unreasonable to take precaution and which the Promoter cannot avoid.

43. Where the Promotion is postponed or cancelled because of consequences resulting from a Force Majeure Event and the Promoter is not capable of fulfilling its obligations, the Promoter reserves the right, in its sole discretion to:

a. Suspend the Promotion to a later date: or

b. Terminate the Promotion.

And any such suspension or termination shall be subject to relevant state regulations.

44. The Promoter is not deemed to be in breach of its obligations within these Terms and Conditions nor shall the Promoter incur any liability to any Participant for any losses and damages, of any nature whatsoever, incurred or suffered because of, or actions imposed, by the Force Majeure Event.

Definitions:

AEDT means Australian Eastern Standard Time.

AEST means Australian Eastern Daylight Time.

'**Australian Consumer Law**' has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Cth);

'**Consumer**' has the meaning given to that term in section 3 of the Australian Consumer Law;

'**Losses**' means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise;

'**Nikon Australia Authorised Reseller**' means the authorised resellers of Nikon products nominated by the Promoter from time to time as 'Nikon Australia Authorised Resellers' and identified at https://www.nikon.com.au/authorised-resellers;

'**Participant**' means any person who applies for a Reward through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of viewing available Rewards or applying for a Reward.

‘**PDH Goods or Services**‘ means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption; and

'**Promoter**' means Nikon Australia Pty Ltd (ABN 34 121 761 537).

'**Promotion**' means the promotion described in these Terms and Conditions.

'**Promotional Website**' means the part of the website maintained by or on behalf of the Promoter which relates to the Rewards and is available at nikonpromotions.com.au (or any replacement web page from time to time).

'**Qualifying Product**' means a product specified on the Promotional Website as a product to which a Reward applies.

'**Reward Criteria**' means the criteria that a Participant must fulfil under clause 7 and any other reasonably required criteria the Participant must satisfy from time to time.

'**Rewards**' means the physical or digital Prepaid Eftpos Card described in clause 16 that may be offered by the Promoter to eligible Participants from time to time and which are described by the Promoter as ‘Rewards’ or which are otherwise described by the Promoter as being offered under these Terms and Conditions.