

FUJIFILM Cash Back on Select GF Lenses

Terms and Conditions

1. This FUJIFILM Cash Back on Select GF Lenses promotion (**Promotion**) runs from NZDT 12.01AM Tuesday 15TH May 2018 to 11.59PM Saturday 30th June 2018 (the **Promotional Period**), and applies exclusively to the purchase by customers (**Customers**) during the Promotional Period of relevant FUJIFILM promotional products, being Qualifying Purchases (as specified in clause 6.1 below), from FUJIFILM NZ Limited (**FUJIFILM NZ**) at an authorised FUJIFILM NZ outlet in New Zealand (**Authorised FUJIFILM NZ Outlet**), and is subject to available stock.
2. For the avoidance of doubt, this Promotion will not apply to Qualifying Purchases made after 11.59PM Saturday 30th June 2018.
3. All claims must be validly lodged, and actually received by the Promoter no later than 5.00PM on Sunday 15th July 2018 (**Close-off Date**). The Promoter will not process any claims received after the Close-off Date and is not responsible for late, lost or incomplete or misdirected claims.
4. Customers who participate in this Promotion are deemed to have agreed to be bound by these terms and conditions (**Terms**).
5. Each Customer who:
 - 5.1. completes a Qualifying Purchase from an Authorised FUJIFILM NZ Outlet within the Promotional Period; and
 - 5.2. completes and submits by the Close-off Date a properly and fully completed redemption form (found at www.fujifilm.co.nz/products/promotions) including without limitation, the following details:
 - (a) the Customer's full contact details;
 - (b) the Qualifying Purchase date and the name of the Authorised FUJIFILM NZ Outlet; and
 - (c) proof of the Qualifying Purchase (see clause 6.3 below),will be entitled to receive the Cashback Payment as specified in clause 6.2, subject to these Terms.
6. For the purposes of these Terms:
 - 6.1. "**Qualifying Purchase**" means the purchase of a FUJIFILM promotional product specified under the words "Qualifying Purchase" in the table below.
 - 6.2. "**Cashback Payment**" means, in the case of a specified Qualifying Purchase, the corresponding monetary amount (as applicable) specified under the words "Cashback Payment" in the table below:

Qualifying Purchase (in a single transaction)	Cashback Payment (NZD)
GF45mm	\$400
GF63mm	\$500
GF32-64mm	\$750
GF23mm	\$850
GF120mm, GF110mm	\$900

- 6.3. "**Proof of the Qualifying Purchase**" includes a scan or photo of the original receipt issued for the Qualifying Purchase by the Authorised FUJIFILM NZ Outlet, or such other proof of the Qualifying Purchase as is acceptable to the Promoter in its sole discretion. Failure to produce Proof of the

Qualifying Purchase may, at the sole discretion of the Promoter, result in forfeiture of any right to a Cashback Payment.

7. Following receipt and verification of a claim by the Promoter, the Promoter will either:
 - 7.1. issue a cheque for the Cashback Payment in the amount specified in clause 6.2, payable to the name supplied on claim (**Cheque**) and will post the Cheque to the address specified on the claim; or
 - 7.2. conduct a direct debit transfer in the amount specified in clause 6.2, in accordance with the details supplied on the claim (**Transfer**).
8. The Promoter reserves the right to accept or reject any claim in its sole and absolute discretion including without limitation, rejecting claims that are incorrect or incomplete.
9. Only one (1) claim per Qualifying Purchase may be made.
10. Any Customer who completes a Qualifying Purchase for which a Cashback Payment is subsequently given will not be eligible to receive any further Cashback Payment in relation to that Qualifying Purchase and may, if requested by the Promoter, be required to return to the Promoter any Cashback Payment received by that Customer in relation to that Qualifying Purchase.
11. Fraudulent conduct in respect of any claim may result in legal action.
12. Any Customer who has submitted a valid claim to the Promoter should allow up to 28 working days for delivery of the Cheque or receipt of the Transfer (as applicable), calculated from 14 days after the date on which the Promoter approves the validity of such claim and notifies the Customer by email.
13. This Promotion is not available in conjunction with any other promotions or other offers whatsoever and is only available to New Zealand residents who are over the age of 18.
14. Any right to receive a Cashback Payment in connection with a Qualifying Purchase under this Promotion is personal to the relevant Customer and cannot be assigned, transferred or exchanged for cash or other products and can only be redeemed through the Promoter.
15. Any tax liability, which may arise as a result of any claim, will be the sole responsibility of the relevant Customer.
16. The Promoter has no control over the internet or mobile telephone communications, networks or lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason. Claims are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt, product eligibility and any other information deemed relevant.
17. To the fullest extent permitted by law, the Promoter will not be liable to Customers for any loss, damage whether in contract, tort (including negligence) or otherwise arising in any way out of this Promotion.
18. The Promoter shall not be liable for any failure to fulfil the Promotion, or to satisfy any of these Terms, owing to circumstances beyond its reasonable control.
19. Deliveries of Cheques will only be made to New Zealand addresses. If a Customer provides an incorrect address in their claim which results in a lost, undelivered or un-received claim or Cheque, or non-payment of a claim, the Promoter may, in its sole discretion, re-issue and resend the relevant Cheque to the Customer, if the Customer first pays to the Promoter a non-refundable NZD\$10.00 re-issue charge. Claims will only be accepted where a New Zealand delivery address is supplied i.e. supplying a PO Box delivery address will invalidate any claim.
20. Transfers will only be conducted to valid New Zealand bank accounts. The Promoter shall not be liable if a Customer provides an incorrect account number, name or other details in the claim which results in non-payment or non-receipt of a Transfer or claim.

21. By entering this Promotion each claimant is taken to consent to the Promoter using the relevant Customer's personal information to administer this Promotion including disclosing the Customer's personal information to organisations that assist the Promoter with administering this Promotion. Customers who participate in this Promotion also consent to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the Customer. Customers may access and correct any personal information held by the Promoter, upon request to the Promoter.
22. The Promoter respects the privacy of the claimants. Any personal information will be collected, held, used and disclosed in accordance with its privacy policy which is available at <http://www.fujifilm.co.nz/support/privacy-policy>.
23. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion.
24. The Promoter reserves the exclusive right to amend these Terms at any time and for any reason.
25. Employees of FUJIFILM NZ, its subsidiary companies, franchisees, their families, agents, retailers and other parties directly involved with this Promotion are not eligible to participate in this Promotion.
26. These Terms are governed by the laws of New Zealand.

The Promoter is FUJIFILM NZ Limited of 2C William Pickering Drive, Rosedale, Auckland 0632.