SONY BRAVIA CASH BACK PROMOTION 2015 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. Claims are only open to Australian 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.
- 3. Promotion commences at 12:01AM AEST on 01/09/2015 and closes for purchases at 11:59PM AEST on 13/10/2015 ("**Purchase Period**"). The right to claim under the promotion is effective from 12:01AM AEST on 01/09/2015 and closes for purchases at 11:59PM AEST on 13/10/2015 AEST and final claims close at AEST 11:59PM on 27/10/2015 ("**Redemption Period**").

To be eligible to claim, individuals must purchase (lay-by and duty- free purchases excluded) a combination of (1) eligible Sony BRAVIA TV with (1) eligible Sound Bar **Eligible Product (defined below)** from a participating Sony Australia authorised dealer during the Purchase Period and the purchase must not have been made under any other offer or discount provided by a participating Sony Australia authorised dealer ("**Qualifying Purchase**"). Participating Sony Australia authorised dealers include, but are not limited to: Bing Lee, David Jones, Domayne, Harvey Norman, JB Hi-Fi, Video Pro, The Good Guys, Radio Rentals, Costco, Appliances Online, Sony Centre, Sony Kiosk and Sony Store online. Claims from businesses or distributors are exempt from this promotion.

	SOUND BAR MODELS		
TV MODELS	HTCT180	HTCT380 or HTGT1	HTCT780 or MHCGT3D or HTNT3
KD55X8500C	\$300.00	\$300.00	\$300.00
KD55X9000C	\$300.00	\$300.00	\$300.00
KDL65W850C	\$300.00	\$300.00	\$300.00
KD65X8500C	\$300.00	\$450.00	\$450.00
KD65X9000C	\$300.00	\$450.00	\$450.00
KDL75W850C	\$300.00	\$450.00	\$450.00
KD75X8500C	\$300.00	\$450.00	\$600.00
KD75X9100C	\$300.00	\$450.00	\$600.00

"Eligible Products" include the following:

4. To claim, individuals must then complete the following steps:

register their Eligible Products <u>within 14 days</u> of the Qualifying Purchase by visiting **sony.com.au/braviacashback**, 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 the Eligible Product model number) and submitting the fully completed registration form ("Online Registration Form") They will also need to enter their banking details (Account number and BSB number).

As soon as the Online Registration Form has been submitted, individuals will then receive an email from the Promoter (to the email address nominated on their Online Registration Form), requesting them to provide proof of purchase to verify their Qualifying Purchase, if not already submitted online ("Claim Email"). To do so, individuals must follow the prompts contained in the Claim Email to provide a copy of their full purchase receipt (Including EFTPOS receipt unless paid in cash) and a photograph of their Eligible Product serial number to the Promoter via email or mail-in. This must be received within 14 days of registering online, with latest entries received by 11:59PM AEST on 27/10/2015 (the end of the Redemption Period).

The name of the claimant on the Online Registration Form must match the name on the purchase receipt. 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 and received by the Promoter, the claim will be deemed invalid.

Once all required documentation has been received and the claim has been validated, the cash back will then be provided by an electronic funds transfer into the successful claimant's nominated bank account within 2 to 6 weeks of validation. Claimants must ensure that they have entered a valid Account and BSB number for the transfer to be successful. Every valid claim received will be awarded 'Cash Back' corresponding to the Eligible Products purchased, as outlined in the table (In Clause 3).

If, due to an error by the successful claimant, the Promoter transfers the funds into an existing account which is not intended by the successful claimant to be the nominated account, the Promoter will not be responsible or liable to the successful claimant to make a further payment of the cash back monies to the successful claimant in order to rectify the error. The funds will be retransferred to the successful claimant's correct nominated bank account only if the funds are recovered first by the Promoter. 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 the cash back funds mistakenly transferred to another bank account due to the error of the successful claimant. If for any reason a valid claimant does not supply their correct EFT details <u>by the 14th November, 2015</u> (or by the time stipulated by the Promoter), then the cashback will be forfeited.

Any claimants that are unable to complete the claim process online (as outlined above) may contact the Promoter at 1300 571 807 to arrange an alternative method of claim submission.

5. Incomplete, indecipherable or illegible claims will be deemed invalid.

Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Purchase/s (i.e. per Eligible Products purchased) i.e. Combination of one eligible TV product and one eligible Sound Bar product; and (b) each claim must be submitted separately and in accordance with claim requirements.

Claimants must retain their original purchase receipt(s) (Including EFTPOS receipt unless paid in cash) for all claims 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 claims and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase, that an Eligible Product was purchased, and that the purchase was made during the Purchase Period but prior to claim submission.

- 6. The purchase of an Eligible Product/s under any other offer or discount provided by a participating Sony Australia authorised dealer does not qualify for this Promotion. Any claims submitted to the Promoter where the purchase was made under another offer or discount by another participating Sony Australia authorised dealer, will not be valid.
- 7. 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 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.
- 8. 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.
- 9. The Promoter's decision is final and no correspondence will be entered into.
- 10. 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.
- 11. 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.
- 12. 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.

- 13. 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 Australian Consumer Law of the Competition and Consumer Act 2010 (Cth), 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.
- 14. 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.
- 15. 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. Claiming is conditional on providing this PI. The Promoter will also use and handle ΡI as set Privacy Policy, which can be out in its viewed at https://www.sony.com.au/section/contactusprivacypolicy. 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 PI to any entity outside of Australia.
- 16. The Promoter is Sony Australia Limited (ABN 59 001 215 354) of Level 3, 165 Walker Street, North Sydney, NSW 2060.

Condensed T&C

***TERMS AND CONDITIONS:**

Open to Australian residents who are over the age of 18. Promotion opens 01/09/15 at 12.01am AEST and closes 13/10/15 at 11:59pm AEST. To be eligible customers need to purchase a qualifying Sony BRAVIA TV with a Sound Bar in the same transaction and register their purchase within 14 Days. Qualifying Sony models include: **TV:** KD55X8500C, KD55X9000C, KDL65W850C, KD65X8500C, KD65X8500C, KD65X8500C, KD75X8500C, KD75X8500C, KD75X8500C, MTG71, HTCT180, HTCT380, HTGT1, HTCT780, MHCGT3D, HTNT3. Hold onto your original receipt. The Promoter is Sony Australia Limited (ABN 59 001 215 354) of Level 3, 165 Walker Street, North Sydney, NSW 2060. Visit **sony.com.au/braviacashback** for full terms and conditions.