# Epson Australia Pty Ltd ("Epson")

(ABN: 91 002 625 783)

## **Epson Tax Time Promotion**

### **TERMS AND CONDITIONS**

Promotion id: 800329

#### INTRODUCTION

By participating in this Promotion, you agree to accept these terms and conditions. The promotion is only available to Australian residents making purchases of Eligible Product from Epson Australia or any Australian Epson printer stockist, (excluding Big W, Dick Smith, Tandy, Australia Post or Officeworks stores).

#### **HOW TO ENTER**

Entrants must purchase new Eligible Products listed below from Epson Australia or any Australia Epson printer stockist, (excluding Big W, Dick Smith, Tandy, Australia Post or Officeworks stores) during the following Promotion Period:

# 1 May 2010 and 31 July 2010.

Note: Second-hand, ex-demonstration, factory seconds or other damaged products are not eligible for this promotion.

#### ONLINE ENTRY RECORDING DEADLINE

The closing date to record your entries online for this Promotion with Epson is at midnight (AEST) on:

### 8 August 2010

### **ENTRY NUMBERS**

One entry per Eligible Product purchased per household or organisation during the Promotion Period. Entrants cannot record the serial number in more than one (1) Epson promotion.

## **ELIGIBLE PRODUCTS AND CASHBACKS**

- Epson Stylus TX110: \$15 cashback
- Epson Stylus TX110 & a set of 4 Ink Cartridges: \$25 Cashback\*
- Epson Stylus Office TX300F: \$40 cashback
- Epson Stylus Office TX300F & a set of 4 ink cartridges: \$50 Cashback\*
- Epson Stylus TX550W: \$30 cashback
- Epson Stylus TX550W & a set of 4 ink cartridges: \$40 Cashback\*
- Epson Stylus Office TX610FW: **\$30 cashback**
- Epson Stylus Office TX610FW & a set of 4 ink cartridges: \$40 Cashback\*
- Epson Stylus Photo TX710W: \$70 cashback
- Epson Stylus Photo TX710W & a set of 6 ink cartridges: \$100 Cashback\*
- Epson Stylus Photo TX810FW: \$70 cashback
- Epson Stylus Photo TX810FW & a set of 6 ink cartridges: \$100 Cashback\*
- Epson Stylus Office T1100: \$50 cashback
- Epson Stylus Office T1100 & a set of 5 ink cartridges: \$60 Cashback\*
- Epson Stylus Photo 1410: \$120 cashback
- Epson Stylus Photo 1410 & a set of 6 ink cartridges: \$150 Cashback\*
- Epson Stylus Photo R1900: \$70 cashback
- Epson Stylus Photo R1900 & a set of 8 ink cartridges: \$100 Cashback\*
- Epson Stylus Photo R2880: \$70 cashback
- Epson Stylus Photo R2880 & a set of 8 ink cartridges: \$100 Cashback\*

The Cashback will only be paid to the Entrant named on the claim form and paid directly into the Entrant's bank account in Australia via EFT as specified on the claim form. Other forms of payment such as cheque or cash are not available.

## PROCEDURE

Entrants may register for this promotion by logging on to the Club Epson Promotions website and entering the following details:

- Name, address, contact details, Bank BSB and Bank Account details as per the redemption form
- State of Purchase
- Store of Purchase
- Date of Purchase

<sup>\*</sup> The Genuine Epson Ink Cartridges must be suitable for this printer, and purchased with the printer in one transaction. This may comprise of Value Packs, Twin Packs, or individual ink cartridges.

Serial Number of Eligible Product

Entrants must fulfil the online requirements of the Promotion, and in particular must do the following:

- Tick the checkbox confirming that their current personal details (name, email address and delivery address) are correct.
- Agree to provide bank account details, and agree that the cashback will be deposited into their bank account via the internet. Epson will not provide the cashback by cheque or cash.
- 3. Confirm that they have read and agreed to the Terms and Conditions of this promotion.

#### RECEIVING THE CASHBACK

Entrants must complete the online registration for this Promotion on the Club Epson website no later than 8 August 2010.

Entrants who have successfully registered online by the due date must then print the Claim Form and either post or fax the Claim Form and a copy of their Proof of Purchase by 15 August 2010 to Epson as follows:

## FAX TO:

Epson Australia on 02 8899 3694 Attention: **Epson Tax Time Promotion** 

or

### POST TO:-

# **Epson Tax Time Promotion**

Epson Australia, Locked Bag 2238, North Ryde, NSW, BC 1670

No responsibility is accepted for late, lost or misdirected mail.

The Entrant's proof of purchase can be a copy of the relevant tax invoice or paid receipt for the purchase of the Eligible Product. A hand written receipt, delivery docket, rental or lease agreement, or Lay-by deposit or part payment receipt will not be accepted as a sufficient proof of purchase.

Claims are not transferable.

### PROCESSING YOUR CLAIM

Two to four weeks after we receive your Claim Form and Proof of Purchase, Epson will process valid claims. At this stage an e-mail will be sent notifying you of the status of your claim. Two weeks after this time the cashback for approved claims will be deposited into your bank account via secure EFT. A further e-mail is automatically sent when the cashback is deposited into your bank account.

Cheques and other forms of payment are not available.

Unfortunately due to the large numbers of claims we are not able to check the progress of your claim manually via telephone or personalised email. The best way to check on the progress of your claim is via the Promotions Status Checker Website. http://www.clubepson.com.au/competitions/data/CheckPromotionEntry.asp

It is the responsibility of the Entrant to provide correct banking details. Delays that arise as a result of supplying incorrect banking details are the responsibility of the participant. If incorrect banking details are provided by the Entrant and a trace is required to locate funds there will be a charge of \$15.00 payable by the Entrant.

# **ELIGIBILITY TO ENTER THIS PROMOTION**

To be eligible to enter this Promotion you must comply with the specific requirements outlined above and you must also be:

- 1. An end-user of an Epson product (being private, business, government or educational); and
- An Australian Resident

## **INELIGIBLE PERSONS**

You must not enter this Promotion if you are:

- 1. The owner of an eligible product purchased from Big W, Dick Smith, Tandy, Australia Post or Officeworks stores;
- An employee of or contractor to Epson or any Epson stockist;
- An employee of or contractor to any agency or organisation working with Epson or an Epson stockist in connection with this Promotion;
- 4. An immediate Family Member of any such employee or contractor; or
- 5. A stockist, reseller, dealer, distributor or retailer of Epson products.

"Immediate Family Member" means spouse, defacto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee/contractor.

Epson will reject an entry from any person who is ineligible to enter this promotion.

# **GENERAL PROMOTION CONDITIONS**

Entrants should allow 4-6 weeks after the close of the promotion for the cashback to be deposited into their bank account.

The best way to check on the progress of your claim is via the Promotions Status Checker Website. Simply enter your

Unique Promo Entry ID number to view the progress of your claim.

Via the Promotions Status Checker Website you can check the progress of your claim and view the date of the cashback deposit.

8 weeks after cashback deposit date, Epson will not enter into any correspondence or discussion relating to an outstanding cashback.

Despite any communication to the contrary, Epson reserves the right to reject any entry that is found to be ineligible to participate in this promotion.

An entry will become invalid if an entrant subsequently returns an Eligible Product to Epson or the place of purchase, other than for the purpose of a legitimate warranty claim.

Claims will not be accepted on back-ordered products.

The Promoter reserves the right to refuse any claims if the products are returned. Epson will not be responsible for any misdirected EFT deposit or for any consequential loss or misappropriation of a reward payment if the Entrant specifies an incorrect Bank BSB or Account number or name in its claim form.

Liability for any tax or bank fees charged by the Entrant's bank as a result of the Cashback being paid to an Entrant pursuant to this Promotion shall be the sole responsibility of the Entrant.

The full terms of this promotion or competition are set out in these conditions and Epson will have no liability to compensate an entrant who fails to comply fully with the terms and conditions because the reseller from which it has bought an eligible product either failed to display Epson's Point of Sale material for this promotion or competition or made an error or omission when describing the terms of the promotion or competition in its own marketing materials.

If after 10 weeks from the promotion's closing date, you have not received your cashback, you should contact Epson on 1300 361 054. Epson will not enter into any correspondence or discussion after this period relating to a cashback. Despite any communication to the contrary, Epson reserves the right to reject any entry that is found to be ineligible to participate in this promotion.

Epson will not enter any additional correspondence or discussion relating to the outcome of this promotion.

By entering this promotion, you consent to Epson sending you by email all necessary communications relating to it.

Promotion not valid in conjunction with any other offer or promotional product bundle.

Epson will not use the Entrant's Bank account information for any purpose other than the deposit by EFT of the eligible amount and will keep such information confidential.

Epson will have the right to keep such information for up to 6 months for record purposes only in connection with this Promotion, after which time the Bank account numbers will be deleted

## **EXCLUSION OF LIABILITY**

To the full extent permitted by law, Epson is not liable for any loss, including but not limited to alleged consequential economic loss, by reason of any act or omission, deliberate or negligent, by Epson, or its servants or agents, in connection with this Promotion or the supply of any cashback deposit.

This clause does not affect rights that cannot be excluded under Australian consumer protection laws.

To the maximum extent permitted by such laws, Epson's liability is limited to the cost of re-supplying a cashback where necessary.

## MODIFICATION OR CANCELLATION

If Epson cannot conduct this Promotion as indicated in these conditions, for any reason including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond its control that affects the proper conduct of this Promotion, Epson reserves the right to cancel, modify or suspend the Promotion.

Epson is not responsible for:

- 1. Any accidental omission, deletion, loss or destruction of an entry.
- 2. Any unauthorised access to or alteration of entries.
- Any technical malfunction or failure of any network, communication lines, computer systems, servers, access
  providers, computer equipment or software which results in an entry not being received within the time limits of the
  Promotion; and
- Any damage to an entrant's or other person's computer system or software arising from participating in this
  Promotion or downloading materials relating to it.
- 5. A reward being lost, stolen, misdirected, destroyed or damaged in transit to the entrant.