

FUJIFILM NZ trade-in and \$1,000 cashback terms and conditions

What is this Promotion?

1. This FUJIFILM trade-in and cashback promotion (“**Promotion**”) offers FUJIFILM NZ Limited (“**FUJIFILM NZ**”) customers (“**FUJIFILM Customers**”) who:
 - 1.1. comply in full with these Terms and Conditions; and
 - 1.2. during the “**Promotional Period**” (defined in paragraph 4 below):
 - 1.2.1 purchase a new (i.e. not pre-owned) FUJIFILM GFX100 II camera from an authorised FUJIFILM NZ outlet in New Zealand that is participating in the Promotion (“**Authorised FUJIFILM NZ Outlet**”); and
 - 1.2.2 trade-in a working and fully-operational DSLR or mirrorless camera (“**Qualifying trade-in Camera**”),the right to receive NZD\$1,000 from FUJIFILM NZ (“**Cashback Payment**”). A list of Authorised FUJIFILM NZ Outlets is available at https://www.nz.fujifilm.co.nz/authorised_fujifilm_gfx_dealers/.
2. FUJIFILM NZ Customers who participate in this Promotion are deemed to have agreed to be bound by these Terms and Conditions.

Who is running this Promotion?

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

How long does the Promotion run for?

4. The Promotion runs from 12.01AM Monday 3 June 2024 to 11.59PM Wednesday 31 July 2024 (“**Promotional Period**”) and is available while stocks last.
5. For the avoidance of doubt, this Promotion will not apply to a purchase of a GFX100 II camera that is made after 11.59PM Wednesday 31 July 2024.
6. All claims for a Cashback Payment must be validly lodged and received by FUJIFILM NZ by no later than 11.59PM on Saturday 10 August 2024. FUJIFILM NZ will not process any claims received after this date and is not responsible for late, lost or incomplete or misdirected cashback claims.

How do I participate?

7. Each FUJIFILM NZ Customer who:
 - 7.1. during the Promotional Period, purchases a new (i.e. not pre-owned) FUJIFILM GFX100 II camera in New Zealand which is paid for in full in a single transaction from an Authorised FUJIFILM NZ Outlet while stocks last and trades-in a Qualifying trade-in Camera with that transaction (“**Qualifying Purchase**”); and
 - 7.2. by no later than 11.59PM on Saturday 10 August 2024, completes and submits a properly and fully completed electronic redemption form (available at www.nz.fujifilm.co.nz/promotions/) including, without limitation, the following details:
 - 7.2.1 the FUJIFILM NZ Customer’s full contact details;
 - 7.2.2 the Qualifying Purchase date;
 - 7.2.3 the name of the Authorised FUJIFILM NZ Outlet where the Qualifying Purchase was made;
 - 7.2.4 the individual serial number of the FUJIFILM GFX100 II camera; and
 - 7.2.5 proof of the Qualifying Purchase. This may include a legible scan or photo of the original receipt for the FUJIFILM GFX100 II camera that was purchased and specifies the make and model of the Qualifying trade-in Camera that was traded-in, or such other proof of the Qualifying Purchase as is acceptable to FUJIFILM NZ in its sole discretion. Failure to produce proof of the Qualifying Purchase may, at the sole discretion of FUJIFILM NZ, result in forfeiture of any right to a Cashback Payment;

7.2.6 your bank account details (you must ensure that these details are valid and correct), which must be a New Zealand registered bank account; and

7.2.7 such other information that FUJIFILM NZ may require for the purposes of administering the Promotion,

makes a “**Claim**” and, subject to these Terms and Conditions, will be entitled to receive a Cashback Payment.

8. A FUJIFILM NZ Customer may trade-in a maximum of one Qualifying trade-in Camera per Qualifying Purchase.
9. FUJIFILM NZ may accept or reject any Claim in its sole and absolute discretion including, without limitation, rejecting claims that are incorrect, incomplete, late and/or otherwise not in compliance with these Terms and Conditions. FUJIFILM NZ may verify the validity of any Claim at any time and will disqualify any person who tampers with the Claim process or who submits a Claim that is not in accordance with these Terms and Conditions.

Important matters relating to Qualifying trade-in Cameras

10. By trading in a Qualifying trade-in Camera, the FUJIFILM NZ Customer warrants and confirms that they are the sole owner of the Qualifying trade-in Camera, that they have the right to sell or dispose of that Qualifying trade-in Camera to any third party and that the Qualifying trade-in Camera is free and clear of all security interests, liens and other encumbrances (including but not limited to, any “security interest” as defined in the Personal Property Securities Act 1999).
11. The FUJIFILM NZ Customer is responsible for removing their memory card and deleting any other personal information from the Qualifying trade-in Camera before completing the trade-in. If the FUJIFILM NZ Customer fails to remove the memory card and/or delete all personal information from the Qualifying trade-in Camera the FUJIFILM NZ Customer acknowledges that their personal information may come into the possession of third parties, and the FUJIFILM NZ Customer agrees to release FUJIFILM NZ from all claims, losses or damages with respect to the memory card, Qualifying trade-in Camera or any personal information whether arising before or after the FUJIFILM NZ Customer releases the Qualifying trade-in Camera to the Authorised FUJIFILM NZ Outlet.

How do I receive a Cashback Payment?

12. Following receipt and verification of a valid Claim by FUJIFILM NZ, FUJIFILM NZ will send the Cashback Payment by an electronic bank transfer to the bank account nominated by the FUJIFILM NZ Customer in their redemption form.
13. Any FUJIFILM NZ Customer who has submitted a valid Claim to FUJIFILM NZ should allow up to 28 days for receipt of the Cashback Payment, calculated from the date on which FUJIFILM NZ approves the validity of such Claim and notifies the FUJIFILM NZ Customer by email. If you have not received payment for a valid Claim by the end of this period, please contact ffnz.customerservices@fujifilm.com with your full name, and the individual serial number of the FUJIFILM GFX100 II camera.
14. Cashback Payments will only be made to valid New Zealand bank accounts. FUJIFILM NZ will not be liable if a FUJIFILM NZ Customer provides an incorrect bank account number, name or other details in a Claim which results in non-payment or non-receipt of a Cashback Payment.

What personal information of mine may be collected and on what terms?

15. FUJIFILM NZ respects the privacy of the claimants. Any personal information will be collected, held, used and disclosed in accordance with FUJIFILM NZ’s privacy policy which is available at www.fujifilm.com/nz/en/privacy. As a condition of entering this Promotion you consent to FUJIFILM NZ using your personal information:
 - 15.1. to administer the Promotion, including disclosing the FUJIFILM Customer’s personal information to organisations that assist FUJIFILM NZ with administering this Promotion; and
 - 15.2. for future marketing purposes, unless otherwise advised by you. You may access and correct any of your personal information held by FUJIFILM NZ, upon request to FUJIFILM NZ.

What other things should I know about the Promotion?

16. Purchases of GFX100 II cameras from non-authorised FUJIFILM NZ retailers or grey-importers are ineligible for this Promotion. This Promotion is for end-users only. Any commercial/trade/bulk orders are excluded from this Promotion.

17. As a condition of your participation in the Promotion, you agree to immediately repay upon demand from FUJIFILM NZ any Cashback Payment paid to you in error under these Terms and Conditions. Without limiting these Terms and Conditions, an error will include the circumstances where you receive a Cashback Payment following completion of a Qualifying Purchase, but a Cashback Payment has already been paid in respect of that Qualifying Purchase or where a Qualifying Purchase is returned by you for a refund or where the circumstances in paragraph 16 apply. In any such circumstance, you agree to immediately repay that Cashback Payment to FUJIFILM NZ when requested by FUJIFILM NZ.
18. The Promotion is only open to FUJIFILM Customers who made the Qualifying Purchase in New Zealand and are residents of New Zealand (and so have a postal address in New Zealand). If a FUJIFILM NZ Customer is under the age of 18 they must have the consent of their parent or legal guardian to participate in this Promotion and to agree to these terms (and will supply such consent to FUJIFILM NZ if requested by FUJIFILM NZ to do so).
19. Only one Claim per FUJIFILM GFX100 II camera may be made. If there is any discrepancy, FUJIFILM NZ will verify a Claim against the serial number of the FUJIFILM GFX100 II camera. If a Cashback Payment has already been claimed against a serial number of a FUJIFILM GFX100 II camera, then no further Cashback Payment will be made by FUJIFILM NZ in respect of that FUJIFILM GFX100 II camera.
20. FUJIFILM NZ may withhold and / or refuse payment of a Cashback Payment where it suspects that the relevant Claim is false or fraudulent or does not comply with these Terms and Conditions or any applicable law. Fraudulent conduct in respect of any Claim may result in legal action.
21. This Promotion is not available in conjunction with any other promotions or other offers whatsoever.
22. Any right to receive a Cashback Payment in connection with a Qualifying Purchase under this Promotion is personal to the relevant FUJIFILM NZ Customer and cannot be assigned, transferred or exchanged for cash or other products and can only be redeemed through FUJIFILM NZ.
23. Any tax liability, which may arise as a result of any Claim, will be the sole responsibility of the relevant FUJIFILM NZ Customer.
24. FUJIFILM NZ 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 FUJIFILM NZ. Records of FUJIFILM NZ are final and conclusive as to time of receipt and any other information deemed relevant.
25. To the maximum extent permitted by law, FUJIFILM NZ will not be liable for any loss, damage or injury of any nature howsoever caused or sustained by any participant under this Promotion.
26. If any act or omission, event or circumstance occurs which is beyond the reasonable control of FUJIFILM NZ and which prevents FUJIFILM NZ from complying with these Terms and Conditions, FUJIFILM NZ will not be liable for any failure to perform or delay in performing its obligation and FUJIFILM NZ reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion.
27. FUJIFILM reserves the exclusive right to amend these Terms and Conditions at any time and for any reason.
28. 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.
29. These Terms and Conditions are governed by the laws of New Zealand.