

# FUJIFILM Christmas Cashback on Select X Series and XF/GF Lenses 2024 Terms and Conditions

## What is this Promotion?

1. This Cashback promotion on select FUJIFILM X Series and XF/GF Lenses (“Promotion”) offers to FUJIFILM NZ Limited (“FUJIFILM NZ”) customers (“FUJIFILM Customers”) who purchase a qualifying FUJIFILM NZ product (described below as “Qualifying Products”) from an authorised FUJIFILM NZ outlet in New Zealand (described below as an “Authorised FUJIFILM NZ Outlet”) during the period of the Promotion:
  - 1.1. the right to receive a cashback payment as described in paragraph 5; and
  - 1.2. the right to redeem 1 x bonus gift described in paragraph 8 (“Bonus Gift”).

## Who can enter this Promotion?

2. This Promotion is open to residents of New Zealand who hold a New Zealand bank account with a registered bank, excluding directors, employees, agents of FUJIFILM NZ and its related companies and/or participating retailers connected to this Promotion. The Promotion is for end-users only. Any commercial/trade/bulk orders are excluded from this Promotion.

## How long does this Promotion run for?

3. The Promotion commences at 12.01AM on 1<sup>st</sup> November 2024 and continues until 11.59PM on 31<sup>st</sup> December 2024 (the “Promotional Period”), subject to available stock.
4. This Promotion will not apply to any purchases of any Qualifying Products made after the expiry of the Promotional Period.

## What are the eligible products and what is the relevant cashback payment?

5. The FUJIFILM products that qualify for the amount of the corresponding cashback payment (“Cashback Payment”) are as follows (“Qualifying Products”):

Qualifying Product (paid for in a single transaction):	Cashback Payment (NZD)
GF80mm GF110mmF2 GF20-35mm GF32-64mm GF45-100mm GF100-200mm GF55mm	\$800
XF100-400mm XF150-600mm	\$700
X-H2S XF50-140mmF2.8	\$350
X-H2	\$250
X-T5 X-S20 XF18mmF1.4 XF23mmF1.4	\$200

XF56mmF1.2 XF33mmF1.4 XF70-300mm	
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6. Only purchases of Qualifying Products from an authorised FUJIFILM New Zealand outlet (“Authorised FUJIFILM NZ Outlet”) qualify for a Cashback Payment. A full list of Authorised FUJIFILM NZ Outlets can be found at [https://www.nz.fujifilm.co.nz/authorised\\_fujifilm\\_gfx\\_dealers/](https://www.nz.fujifilm.co.nz/authorised_fujifilm_gfx_dealers/) for GFX and at [https://www.nz.fujifilm.co.nz/authorised\\_fujifilm\\_x\\_dealers/](https://www.nz.fujifilm.co.nz/authorised_fujifilm_x_dealers/) for X Series. Purchases of Qualifying Products from non-authorised FUJIFILM NZ retailers or grey-importers are ineligible for this offer.
7. Qualifying Products must be new, and be paid for in full in a single transaction.

#### **What is the Bonus Gift?**

8. Each Bonus Gift comprises the following items:
  - 8.1. 1 x X Series Backpack
  - 8.2. 1 x Lens cleaning kit
  - 8.3. 1 x X Series drinking tumbler

#### **How do I claim a Cashback Payment and my Bonus Gift?**

9. To claim a Cashback Payment and your Bonus Gift (“Claim”) under this Promotion, you must:
  - 9.1. purchase a Qualifying Product from an Authorised FUJIFILM NZ Outlet during the Promotional Period while stocks of the Qualifying Products last in New Zealand;
  - 9.2. physically receive and be in possession of the Qualifying Product from an Authorised FUJIFILM NZ Outlet before the end of the Promotional Period. This means that any Qualifying Product that is back ordered from an Authorised FUJIFILM NZ Outlet and not physically received by you prior to the expiry of the Promotional Period will not be eligible for a Cashback Payment (unless FUJIFILM NZ agrees otherwise in writing); and
  - 9.3. complete and submit to FUJIFILM NZ by no later than 11:59pm on 12 January 2025 a properly and fully completed redemption form (found at <https://www.nz.fujifilm.co.nz/promotions/>). FUJIFILM NZ will not process any Claims where the relevant redemption form is received after 11:59pm on 12 January 2025. The redemption form will require you to submit the following details:
    - 9.3.1. your full contact details (including a valid address for receipt of the Bonus Gift);
    - 9.3.2. the individual serial number of the Qualifying Product;
    - 9.3.3. a copy of the receipt that was issued by an Authorised FUJIFILM NZ Outlet (which can be either a scan or photo of the original receipt issued, provided such scan or photo is complete and legible), or if this is not available, such other proof of the purchase of the Qualifying Product (“Qualifying Purchase”) that FUJIFILM NZ may, at its absolute discretion, elect to accept. The receipt must include details of the time and date of the Qualifying Purchase and the name of the relevant Authorised FUJIFILM NZ Outlet. 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;
    - 9.3.4. your bank account details (you must ensure that these details are valid and correct), which must be a New Zealand registered bank account; and

9.3.5. such other information that FUJIFILM NZ may require for the purposes of administering the Promotion.

10. 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.
11. FUJIFILM NZ may withhold and / or refuse payment of the Cashback Payment where it suspects that the Claim is false or fraudulent, or does not comply with these Terms and Conditions or any applicable law.
12. Only one (1) Claim per Qualifying Product may be made. If there is any discrepancy, FUJIFILM NZ will verify a Claim against the serial number of the Qualifying Product. If a Cashback Payment has already been claimed against a serial number of a Qualifying Product, then no further Cashback Payment will be made by FUJIFILM NZ in respect of that Qualifying Product.
13. The Promotion promotes the sale of the Qualifying Products to end users and it is not provided for the benefit of those who trade FUJIFILM NZ's products (including the Qualifying Products) in the ordinary course of their business. FUJIFILM NZ reserves the right to decline any Claim received from, or on behalf of, any such person or entity (or anyone associated with such person or entity), including (but not limited to) circumstances where FUJIFILM NZ reasonably suspects such person or entity has (or intends to) claim multiple Cashback Payments and they are in trade.
14. 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 or where the circumstances in paragraph 12 apply. In any such circumstance you agree to immediately repay that Cashback Payment to FUJIFILM NZ when requested by FUJIFILM NZ.

**How will the Bonus Gift be sent to you?**

15. Your Bonus Gift will be sent to you by tracked courier to the address you specify in the Claim redemption form at FUJIFILM NZ's expense within 60 working days of submission of a valid Claim.

**How will the Cashback Payment be paid to you?**

16. Following receipt and verification of a Claim by FUJIFILM NZ, FUJIFILM NZ will arrange for the Cashback Payment applicable to the Qualifying Product to be paid to you by a direct transfer to a New Zealand registered bank account in accordance with the bank account details supplied on the Claim redemption form.
17. Any FUJIFILM NZ Customer who has submitted a valid Claim to FUJIFILM NZ should allow up to 28 days for receipt of the bank transfer, 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](mailto:ffnz.customerservices@fujifilm.com) with your full name, and the individual serial number of the Qualifying Product.

Any FUJIFILM NZ Customer who has submitted a valid Claim to FUJIFILM NZ should allow up to 60 days to receive their Bonus gift items.

**Who is running this promotion?**

18. FUJIFILM NZ Limited of 2C William Pickering Drive, Rosedale, Auckland 0632 is the promoter of this Promotion.

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

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

**What other things should I know about the Promotion?**

21. By purchasing a Qualifying Product and submitting a Claim for a Cashback Payment, you consent to be bound by these Terms and Conditions.
22. Fraudulent conduct in respect of any Claim may result in legal action.
23. This Promotion is not available in conjunction with any other promotions or other offers whatsoever unless otherwise specified in writing by FUJIFILM NZ.
24. Any right to receive a Cashback Payment in connection with the purchase of a Qualifying Product under this Promotion is personal to the relevant FUJIFILM NZ Customer and cannot be assigned, transferred or exchanged for other products and can only be redeemed through FUJIFILM NZ under these Terms and Conditions.
25. Any tax liability, which may arise as a result of any Claim, will be the sole responsibility of the relevant FUJIFILM NZ Customer.
26. 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, product eligibility and any other information deemed relevant.
27. To the maximum extent permitted by applicable law, FUJIFILM NZ will not be liable for any loss, damage or injury of any nature howsoever caused or sustained by any person under or in connection with this Promotion (except in the case of a FUJIFILM NZ Customer who has made a valid Claim and has fully complied with these Terms and Conditions, where FUJIFILM NZ's liability is instead limited (subject to any applicable law) to the value of the Cashback Payment applicable to the relevant Qualifying Product purchased and received by that FUJIFILM NZ Customer.
28. Electronic bank transfers will only be made to a bank account of a registered New Zealand bank specified in a Claim redemption form. FUJIFILM NZ will not be liable if a FUJIFILM NZ Customer

provides an incorrect account number, name or other details in the Claim which results in non-payment or non-receipt of an electronic funds transfer of the Cashback Payment.

29. 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 the Promotion and/or these Terms and Conditions.
30. These Terms and Conditions are governed by the laws of New Zealand.