

**Canon ‘Colorado Kick Start’ Promotion
(1 July – 20 December 2020)**

TERMS AND CONDITIONS

1. Participating in this ‘Colorado Kick Start’ promotion (**Promotion**) is deemed acceptance of these Terms. Information explaining how to participate is part of these Terms. Participation is invalid with the Promoter’s in conjunction with any other offer.
2. This Promotion starts on 1 July 2020 and ends on 20 December 2020 (**Promotion Period**). The Offer is valid for orders invoiced and paid by 04.59pm AEST 20 December 2020 and delivered by 21 December 2020.

Eligibility

3. ‘**Eligible Participants**’ are Australian commercial print businesses with a valid ABN that purchase and install (as an end-user) a Colorado 1650 roll-to-roll printer (**Eligible Model**) model on the Promoter’s standard-form terms (**Agreement**) from the Promoter, its authorised Canon Business Agents and participating authorised resellers in the Promotion Period.

Promotion Offer

4. Subject to clause 5, Eligible Participants are entitled to the following offer (**Offer**):
 - a. 16 litres of Colorado 1650 ink at no charge (based on the Eligible Participant’s average image coverage not exceeding 6ml per m²).
5. The Offer is subject to the Eligible Participant:
 - a. satisfying the Promoter’s credit checks;
 - b. signing the Promoter’s standard-form purchase and hardware maintenance Agreements in the Promotion Period;
 - c. the term of the hardware maintenance agreement is a minimum of 12 months.
6. The Offer is not exchangeable or transferable and cannot be taken as cash.
7. All Offers are subject to stock availability at the time of order. The Promoter reserves the right to refuse this Offer to Eligible Participants at any time.
8. Eligible Participants may order multiple Eligible Models and will receive the full Offer set out in clause 4 for each Eligible Model ordered.
9. The Promotion is forfeited (and the Eligible Participant must reimburse the Promoter) if the Eligible Model is returned for any reason (except the Promoter’s default under the Agreement).

Promoter’s Decision

10. The Promoter’s decision is final and binding and no correspondence will be entered into.

11. If this Promotion is interfered with in any way or is incapable of being conducted as reasonably anticipated for any reason, including technical difficulties, unauthorised intervention or fraud, the Promoter may, in its sole discretion and to the extent the law permits:
 - a. disqualify any Eligible Participant: or
 - b. subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel this Promotion, as appropriate.
12. The Promoter may accept errors and omissions at its discretion and its failure to enforce any of its rights does not constitute a waiver of those rights.

Liability

13. Eligible Participants may have legal rights, including consumer guarantees under *Australian Consumer Law* that may not be excluded or limited under law. Subject to this, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) whether direct, indirect, special or consequential for any loss or damage arising in connection with this Promotion including any:
 - a. technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
 - b. theft, unauthorised access or third party interference;
 - c. Promotion claims that are late, lost, altered, damaged or misdirected (whether or not after Canon receipts it) due to any reason beyond the Promoter’s reasonable control;
 - d. variation in Promotion value to that stated in these terms;
 - e. tax liability incurred by the Eligible Participant; or
 - f. the Eligible Participant’s use of the Promotion.
14. The Promoter recommends the Eligible Participant contacts its own accountant or tax advisor for the purpose of this Promotion.

General

15. All currency references are in Australian dollars and include GST.
16. This Promotion is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of its courts.
17. The **Promoter** is Canon Production Printing Australia Pty Ltd (ABN 26 004 315 440) of Building 1 Unipark, 195 Wellington Road, Clayton VIC 3168. Phone: 1300 363 440. **END**