

OLYMPUS PROFESSIONAL DICTATION TRADE-IN PROMOTION
Terms and Conditions

1. The Promoter is Olympus Australia Pty Ltd, ABN 90 078 493 295 of 3 Acacia Place, Notting Hill, VIC 3168 Australia (the "Promoter").
2. Information and instructions on how to enter this promotion and claim the Trade-in payment form part of these Terms and Conditions. By participating in this Promotion including by claiming the Trade-In payment, you and/or your business accept these Terms and Conditions and agree to be contractually bound by them. This offer is not valid in conjunction with any other offer, unless otherwise advised.
3. Claims are open to Australian residents and businesses only. Employees (and their immediate families) of the Promoter; Dealers, Resellers, Wholesalers, Retailers and their Related Entities are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Related Entities has the meaning given to that term by the Corporations Act 2001 (Cth).
4. The Promotional Period means from 00.01am (Sydney time) on 1 September 2019 to 23:59pm on 31 October 2019. The Promoter will accept online entry forms submitted by the Claimant on or before 14 November 2019, provided that the relevant Promotional Products were purchased during the Promotional Period. The Promoter will accept delivery of Trade-in product on or before 19 November 2019 to complete the Trade-in claim process. The Promoter reserves the right to extend the Promotional Period, or the deadline for making Trade-in claims.
5. To be eligible to claim the Trade-In payment, the Claimant must purchase brand new, from an Olympus Authorised Australian Reseller with an Australian Business Number (ABN) one or more of the following qualifying products during the Promotional Period:

Qualifying Products	
V741010BG000	Olympus DS-9500 Professional Dictation Recorder with Wi-Fi
V741020BG000	Olympus DS-9000 Professional Dictation Recorder
V741005BE000	Olympus RM-4110S USB Microphone for Dictation & Speech Recognition
V741003BE000	Olympus RM-4015P USB Microphone for Dictation & Speech Recognition
V741002BE000	Olympus RM-4010P USB Microphone for Dictation & Speech Recognition

6. Trade-in product may consist of any Olympus or competitor's analogue or digital professional dictation recorders. The number of Trade-in products received by Olympus must equal the number of Qualifying Products purchased during the promotional period for the claim to be deemed as valid.
7. To claim the Trade-In amount, the Claimant must:
 - a. Complete the official online entry form available at <https://www.olympus.com.au/audiotradein>
 - b. And send Olympus
 - i. a copy of the purchase receipt / invoice for Qualifying Product
 - ii. a copy of the claim verification email (this will be sent to the email address provided when submitting your online claim)
 - iii. your Trade-In product

Please clearly address your package as follows;

Olympus Professional Dictation Trade-in Promotion
Level 4
97 Waterloo Road
Macquarie Park NSW 2113

Shipping of the Trade-In product is at the expense of the Claimant. The Trade-In product must be securely packaged. Accessories, batteries, or other associated equipment need not be included as they are not required to claim your Trade-In payment.

8. Payment of the Trade-In claim will be supplied to the Claimant in the form of a Visa prepaid card, which will be sent to the Claimant's postal address as provided in the claim.
9. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase and confirming the reseller's ABN) and Claimants (including a Claimant's identity, age and place of residence or business) and to disqualify any Claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. 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. Identification considered suitable for determination is at the sole discretion of the Promoter.

11. Incomplete, indecipherable, or illegible Trade-In claims will be deemed invalid. The Promoter accepts no responsibility for late, lost, incomplete, indecipherable, incorrectly submitted, delayed, illegible, corrupted or misdirected Trade-inclaims.
12. Claimants must retain a copy of their original receipt(s)/invoices for all Promotional Products which warrants the Trade-In claim, as proof of purchase. Failure to produce the proof of purchase for all Trade-in claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a Claimant's Trade-In claims and forfeiture of any right to the Trade-In payment. Purchase receipt(s)/invoices must be in the form of a valid Australian Tax Invoice, as defined by the Australian Taxation Office.
13. Claims will not be paid in the event that your eligible product is refunded. In the event that an eligible product is replaced with another eligible product by the reseller, the replacement receipt will not give rise to another right to claim against this promotion.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Every valid claim received will be awarded with a fixed Trade-In payment. Trade-In payment values are:

Product Code	Product Name	Trade-In Payment Value (per unit) In Australian Dollars
V741010BG000	DS-9500	\$150
V741020BG000	DS-9000	\$75
V741005BE000	RM-4110S	\$75
V741003BE000	RM-4015P	\$75
V741002BE000	RM-4010P	\$75

16. The claimed Trade-In payment will be processed within 12 weeks from the date the Promoter receives the valid Trade-In claim and Trade-in product.
17. The Claimant is responsible for deletion of all confidential data and information which may be stored on the Trade-In product. Prior to submitting a claim, it is the Claimant's responsibility to delete data from any storage media in the product and remove any removable storage media, for example; Micro SD Card, SD card, Compact Flash cards or tapes etc. The Promoter accepts no responsibility for lost or confidential data and software. Upon receipt of the Trade-In product by The Promoter, all data will be destroyed and it will not be possible to retrieve any data.
18. Submission of a claim in connection with this promotion creates a binding agreement between the Claimant and Olympus in respect of the transfer to Olympus of ownership of the Trade-in product. Trade-in products cannot be returned to the Claimant.
19. The Claimant warrants to The Promoter that it has full title and ownership of the Trade-In product. The Claimant indemnifies The Promoter in respect of any loss, claim or cost incurred by The Promoter as a result of any breach of this warranty by the Claimant as to ownership of the Trade-In Product.
20. Transfer of risk and title in the Trade-In Product shall only pass to Olympus upon receipt by Olympus of the equipment.
21. This Promotion is not transferrable to another individual or business, Claims will only be accepted from the original purchaser of a Qualifying Product.
22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, other suppliers and as required, to Australian regulatory authorities. The claim is conditional on providing this information. If the Claimant marks the appropriate box on the claim form, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.
23. The agreement which comes into force under these Terms and Conditions is governed by and must be construed in accordance with the laws in force in New South Wales, and the Claimant and the Promoter submit to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.
24. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the Competition and Consumer Act 2010 (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 or offer 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 variation in offer value to that stated in these Terms and Conditions; or (e) participation in this Promotion or any use of the Trade-In.