## **Brother Cashback Promotion Terms and Conditions**

#### **Defined Terms:**

In this document:

**Cashback Amount** means the amount identified in the **Eligible Cashback Product Matrix**.

**Claimant** means an individual that submits a cashback claim to Brother for this Promotion.

**Participating Dealer** means an authorised Brother reseller who is participating in the Promotion in New Zealand.

**Brother** means Brother International (NZ) Limited, 27 Matarawa Place, Tauriko Business Estate, Tauranga 3171; postal address PO BOX 248, Seventh Avenue, Tauranga 3140.

**Eligible Product** means any machine that is identified in the Eligible Cashback Product Matrix and which has been purchased during the Promotional Period.

**Eligible Cashback Product Matrix** means the matrix identifying each Eligible Product, Cashback Amount and relevant Promotional Period, located and accessible at brother.co.nz (below).

**Valid NZ Bank Account** means a bank account, in NZ, in the name of the Claimant, where the account is active and the details provided are correct.

**Promotion** means the Brother cashback promotion.

**Promotional Period** means the period identified in the Eligible Cashback Product Matrix.

**Working Day** means any day other than a Saturday or Sunday or a public holiday observed in Tauranga.

### Eligibility

- 1. To be eligible for the Promotion the Claimant must be a New Zealand resident who has purchased an Eligible Product from a Participating Dealer during the Promotional Period.
- 2. The Claimant must purchase the Eligible Product for his or her own personal use in New Zealand and not for the purpose of commercial resale, rental or lease (i.e. the Claimant must be the end-user of the product).
- 3. The Claimant must provide a Valid NZ Bank Account for receipting the Cashback claim amount.
- 4. Employees of Brother International (NZ) Limited, Resellers and Participating Dealers are not eligible to participate in the Promotion.

#### Brother's obligation

5. If the Claimant submits a valid claim to Brother in accordance with these terms and conditions, Brother will pay the Claimant the Cashback Amount.

## The claim process

- 6. Only one (1) claim may be made per Eligible Product purchased.
- 7. Claims are not transferable or assignable. Only the purchaser of the Eligible Product may submit a claim in respect of that product.
- 8. To make a claim, the Claimant must visit www.brother.co.nz, complete and submit the required information within fourteen (14) days of the Promotional Period ending. Brother accepts no responsibility for claims not submitted by this date and no claim received after this date will be processed.
- 9. To complete the claim, the Claimant must upload a copy of the Claimant's receipt or tax invoice via the online application form at www.brother.co.nz.
- 10. To be valid, the receipt or tax invoice must clearly state:
  - a. the name of the store or entity of purchase;
  - b. the date of purchase;
  - c. a tax invoice number; and
  - d. that payment for the Eligible Product has been made in full.
- 11. If the tax invoice or receipt is missing any of the required information, or if Brother considers the information to be illegible or indecipherable, the Payment Promise will not apply to the claim. However, Brother will use reasonable efforts to contact the Claimant and obtain the required information.

#### **Payment Promise**

- 12. Brother will issue the payment, via EFT into your NZ bank account, within five (5) Working Days of approval by Brother for a valid claim ("Payment Promise").
- 13. If Brother does not issue payment in accordance with the Payment Promise, Brother will pay to the Claimant the price the Claimant paid for the product less the Cashback Amount.
- 14. It is the responsibility of the Claimant to provide correct details to Brother. If the Claimant provides incorrect banking details, the Payment Promise will not apply to the claim.

#### Claim conditions

- 15. Only one (1) claim may be made per Eligible Product purchased.
- 16. If the Claimant returns a product for which it has received a Cashback Amount the Claimant must return any Cashback Amount already paid to the Claimant by Brother in respect of that product.

17. Brother may, at any time, take steps to verify the eligibility of any Claimant or the validity of any claim submitted. If Brother reasonably believes that the Claimant is ineligible for the Promotion or that a claim is invalid, Brother may reject the claim and/or pursue the Claimant for any monies already paid to the Claimant. Brother's decision on eligibility and validity is final and no correspondence will be entered into.

#### **General Conditions**

- 18. Brother reserves the right to alter these terms and conditions at any time.
- 19. If Brother considers that the Promotion is being used to commit fraud, is being used for purposes unintended by Brother (for example, the Claimant is able to profit from this Cashback), or is not capable of being conducted as reasonably anticipated, Brother in its sole discretion and to the extent permitted by law may:
  - a. invalidate any claim;
  - b. disqualify any Claimant from participating in this and any future promotion; or
  - c. modify, suspend or cancel the Promotion.
- 20. This Promotion cannot be redeemed in conjunction with any other promotion, including any other cashback promotion or rewards program.
- 21. All claim forms and other materials provided by the Claimant to Brother become the property of Brother.
- 22. Payments are not transferable, assignable or exchangeable for other goods or services and are governed by New Zealand law.
- 23. Brother accepts no responsibility for any tax implications that may arise from the Promotion. Independent financial advice should be sought by the Claimant.
- 24. To the extent permitted by law, Brother excludes all liability, including negligence, for any loss or damage whether indirect, special or consequential, arising in any way out of the Promotion.
- 25. Nothing in these terms and conditions limits, purports to limit or excludes the statutory guarantees under the Consumer Guarantees Act 1993.
- 26. These terms and conditions are governed by New Zealand law.

#### Privacy

- 27. Brother will collect Claimants' personal information in order to conduct the Promotion. Brother's privacy policy may be viewed online at <u>brother.co.nz/privacy-policy</u>
- 28. Unless the Claimant un-checks the appropriate box on the online claim form, Brother may, for an indefinite period unless otherwise advised, use the personal information collected for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant.
- 29. Claimants should direct any requests to access, update or correct their personal information to Brother.

# Eligible Cashback Product Matrix

## **Current offers**

Eligible product	Eligible product description	Cashback offer amount	Offer period	Redeem by
MFC-J1010DW	Colour Inkjet A4 Multi- Function Printer	\$50	1 October – 30 November 2024	14 December 2024
MFC-J4440DW	Colour Inkjet A4 Multi- Function Printer	\$50	1 October – 30 November 2024	14 December 2024
MFC-J6955DW	Colour Inkjet A3 Multi- Function Printer	\$100	1 October – 30 November 2024	14 December 2024
HL-L2400DW	Mono Laser A4 Printer	\$20	1 October – 30 November 2024	14 December 2024
MFC-L2820DW	Mono Laser A4 Multi- Function Printer	\$50	1 October – 30 November 2024	14 December 2024
DCP-L3560CDW	Colour Laser A4 Multi- Function Printer	\$30	1 October – 30 November 2024	14 December 2024
PT-H110 (all colours)	Handheld Label Maker	\$20	1 October – 30 November 2024	14 December 2024
PT-D610BT	Bluetooth Desktop Label Maker	\$30	1 October – 30 November 2024	14 December 2024
QL-820NWB	Wireless Network Desktop Label Printer	\$30	1 October – 30 November 2024	14 December 2024
SDX1250	ScanNCut DX Craft Cutting Machine	\$100	1 October – 3 November 2024	17 November 2024
GS2510	Home Sewing Machine	\$30	1 October – 3 November 2024	17 November 2024

<sup>\*</sup>Brother will advise, with 30 days' notice, if an ongoing promotion will expire and adjust the status to reflect the new expiry date.