

# Wilson Cashback Terms and Conditions

## ARTICLE 1 - PARTICIPANTS

1.1 This promotion is only open to Participants. A Participant (“Participant”) is a person or a legal entity (company) who is resident in Australia. Employees of Amer Sports Australia Pty Ltd, its subsidiary companies, their families, agents and other parties directly involved with this promotion are not eligible to enter. The promotion is only open to Participants purchasing for their own use i.e. end users. Amer Sports Australia Pty Ltd (“Amer”) reserves the right to verify the eligibility of Participants and/or to exclude Participants at its sole discretion at any time for any reason.

## ARTICLE 2 - HOW TO PARTICIPATE

2.1 To be eligible for cashback, the Participant must purchase one new Wilson tennis racquet to the value listed in Article 3.1, in Australia from one of the participating resellers or retailers.

2.2 To take advantage of this promotion, purchases must be made between 16<sup>th</sup> June and 31<sup>st</sup> July 2017. The cashback claim can only be made by completing the official claim form online at [www.amersports.com.au](http://www.amersports.com.au).

2.3 Only one cashback claim can be made per Participant (irrespective of the number of eligible purchases), and a maximum of 2 cashback claims per household can be made during the promotion.

2.4 Fully completed and correct claim forms, together with a copy of the receipt or invoice, must be received within 28 days of the date of purchase at midnight using the official claim form available at [www.amersports.com.au](http://www.amersports.com.au) (click on the Wilson Cashback claim form). Amer accepts no responsibility for claims not received within this time.

2.5 Each cashback claim is limited to a single use and cannot be used in conjunction with any other promotional voucher or cashback offer.

2.6 The seller’s invoice must clearly show the place, product, price and the date of purchase. Documentation submitted for this offer will not be returned.

2.7 Amer will pay via cheque according to the details provided on the claim form within 28 days of validation of your claim.

2.8 Amer will only post cheques to an Australian address.

## ARTICLE 3 – CASHBACK

3.1 The cashback offer is as listed below:

Purchase Price	Cashback sum
\$271 - \$300	\$30.00
\$301 - \$330	\$40.00
\$331 plus	\$50.00

*This offer does not extend to refurbished products or ex-demonstration products.*

- 3.2 Applies to all colours, variants purchased at the above prices.
- 3.3 The cashback claim form cannot be exchanged for cash.
- 3.4 Where the cashback payment constitutes a taxable benefit, the tax liability lies with the recipient.
- 3.5 The Participant will not be entitled to claim cashback and will have to reimburse any paid out claims if the Participant returns the product to the re-seller or retailer. For the avoidance of doubt this clause does not prohibit in any way the Participant's right to exercise any applicable statutory or warranty rights.

#### **ARTICLE 4 - THE PROMOTER**

4.1 The promoter is: Amer Sports Australia Pty Ltd, 18-20 Lakewood Blvd, Braeside VIC 3195

#### **ARTICLE 5 - DATA**

5.1 Personal data provided by the Participant to redeem this offer may be processed by Amer within Australia for the sole purpose of processing and performing this offer, for (direct) marketing and quality control analysis, for conducting market research and improving Amer's products and/or services. By accepting these terms and conditions the Participant consents to the processing of personal data in this way. Amer and its agents are responsible for storing, processing and transferring the participant's personal data and for registering the participant's consent to this. Participants have the right to obtain information about their data and – if necessary – request rectification or removal of their data held by Amer. Such requests should be made to Amer at the following address: Attn: Wilson Cashback Promotion, Amer Sports Australia Pty Ltd, 18-20 Lakewood Blvd, Braeside VIC 3195

#### **ARTICLE 6 - DISCLAIMER**

- 6.1 No responsibility will be accepted for claims lost, delayed or for those claims not received by the closing date.
- 6.2 Claims will be disqualified if incomplete or illegible. It is the Participant's responsibility to ensure that sufficient details are provided for claims to be processed.
- 6.3 Amer is not liable for any costs incurred by the participant related to the claim.
- 6.4 To the extent permitted by law, Amer shall not be liable for any breach of these terms and conditions including any loss arising from any delay in paying the cashback amount.
- 6.5 Amer shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure (meaning: beyond Amer's reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.
- 6.6 Amer reserves the right to withdraw this promotion at any time and/or to unilaterally change the terms and conditions without incurring any liability.

#### **ARTICLE 7 - JURISDICTION**

7.1 These terms and conditions are governed by the laws of Victoria and come under the exclusive jurisdiction of the competent courts of that jurisdiction.