

# TERMS AND CONDITIONS FOR YAMAHA AV “GIFT WITH PURCHASE” PROMOTION

## ARTICLE 1 - THE PROMOTER

- 1.1. The promoter is Yamaha Music Europe GmbH, Siemensstraße 22-34 in 25462 Rellingen, Germany (“**Yamaha**”). The promotion will be processed by Sales-Promotions, IDA Business &, Technology Park, Ring Road, Kilkenny, Ireland (“**Executing Agency**”).
- 1.2. Yamaha reserves the right to withdraw the promotion at any time.
- 1.3 By registering, the Participant consents to these terms and conditions.

## ARTICLE 2 - PARTICIPANTS

2.1 This promotion is only open to private customers that are residents in Germany, Belgium, Netherlands, Austria, United Kingdom, Ireland, France, Luxemburg, Italy, Sweden, Denmark, Norway, Finland, Spain and Portugal (“**Participant**”). Employees of Yamaha, its subsidiary companies, their families, agents and other parties directly involved with this promotion are not eligible to enter. Participants must be 18 years of age or older. The promotion is only open to participants having purchased a promotion device during the campaign period.

2.2. Yamaha reserves the right to verify the eligibility of Participants and/or to exclude Participants at its sole discretion at any time for any reason. Resellers may not submit claims on behalf of their customers.

## ARTICLE 3 - HOW TO PARTICIPATE

3.1 To receive a MusicCast 20 (“**Complimentary Product**”), the participant must:

Purchase one of the following product combinations: Either a Yamaha MusicCast BAR 400, MusicCast BAR 40 together with a MusicCast 20 or a Yamaha MusicCast AV Receiver (RX-V685, RX-A880, RX-A1080, RX-A2080, RX-A3080, CX-A5200, RX-S602) together with a MusicCast 20 (“**Qualified Product Combination**”). The promotion is not available on any second hand, refurbished or reconditioned stock.

- a. Purchase the Qualified Product Combination from a authorized dealer in Germany, Belgium, Netherlands, Austria, United Kingdom, Ireland, France, Luxemburg, Italy, Sweden, Denmark, Norway, Finland, Spain and Portugal. All products of the promotion have to be purchased at one participating dealer – not at different dealers.
- b. Purchase the Qualified Product Combination during the **Promotion Period** between **15<sup>th</sup> May 2019 and the 15<sup>th</sup> July 2019** and submit the request for the Complimentary Product no later than **31<sup>st</sup> July 2019 23:59 MEZ (“Registration Period”)**. The date of purchase shall be the invoice date of the purchase receipt, or in the case of orders placed online, the order date confirmed by the dealer.
- c. Submit an invoice showing the purchase of a Qualified Product Combination made during the Promotion Period. A maximum of one (1) claim may be made per customer for only one (1) Complimentary Product Combination.

3.2 Registration of the Qualified Product Combination is required by online submission using the claim form available at [www.yamaha.com/](http://www.yamaha.com/). For participation in the promotion, Participants will be asked to provide the full name and address of the purchaser, the address of the participating dealer incl. the receipt (if the Qualified Product Combination is purchased in stationary retail) or order confirmation and invoice (if the Qualified Product Combination is purchased in online retail) and the serial number of the products.

3.3 Proof of purchase should be a legible copy of the retail receipt or invoice clearly showing the retailer name, date of purchase, product name and purchase price. Documentation submitted for this offer will not be returned.

3.4 The Complimentary Product will be shipped to you within 28 working days of successful validation of your claim.

## **ARTICLE 4 – PROMOTIONAL GIFT**

4.1 The promotional claim form cannot be exchanged for cash.

4.2 In the event that the purchaser returns the product combination to the seller, the Participant will not be entitled to claim the Complimentary Product and any claim will be thereafter dismissed. For the avoidance of doubt this clause does not prohibit in any way the purchaser's right to exercise their applicable statutory or warranty rights.

4.3 The Complimentary Product cannot be granted to a participant who:

- a. has not purchased a Qualified Product Combination, from an participating dealer; and/or
- b. has not completed the claim form online; and/or
- c. has not provided a copy of the proof of purchase; and/or
- d. has not purchased a Qualified Product Combination during the Promotion Period; and/or
- e. has not submitted their application within the Registration Period; and/or
- f. has not provided all missing details in time; and/or
- g. has returned the newly purchased Yamaha products to the retailer and had the full purchase price refunded.

4.4. Participants providing an incomplete claim form will be offered the opportunity to provide the required information. If the participant still fails to comply with the terms and conditions, the application will be denied.

4.5 The Complimentary Product is provided upon satisfaction by the participant of these terms and conditions. By completing the application process online participants confirm their acceptance of these terms and conditions.

4.6 Each claim is limited to a single use and cannot be used in conjunction with any other promotional voucher or offer against the promotional device

4.7 This promotion does not affect purchasers' or participants' statutory rights. Faulty, damaged or defective products, and products which are the subject of consumer credit or distance selling transactions must be returned to the retailer for replacement or refund as provided by, and in accordance with, local law in the country of purchase.

4.8 In order to be eligible for participation, participants must have purchased the Qualified Product Combination from a participating dealer themselves.

## **ARTICLE 5 - DATA**

5.1 Upon registration, the Participant will provide personal data such as name, address etc., which is stored and processed by Yamaha and the Executing Agency solely for the purposes of this promotion. Further information on the privacy policy can be found here: [https://uk.yamaha.com/en/privacy\\_policy/](https://uk.yamaha.com/en/privacy_policy/) You can object to the use of your personal data at any time by notifying [Dataprotection@contact.europe.yamaha.com](mailto:Dataprotection@contact.europe.yamaha.com). In as far as our third party providers come into contact with

your personal data, we will ensure that the data processing agreement pursuant to Article 28 GDPR also complies with the applicable data protection laws.

## **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 Yamaha is not liable for any costs incurred by the participant relating to the promotion.

6.4 Yamaha shall not be liable for any delayed claims of any nature with regard to this promotion.

6.5 Yamaha shall not be liable for any failure to fulfill this offer where such failure is caused by any supervening circumstances amounting to force majeure (meaning: beyond Yamaha's reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.

6.6 Yamaha 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 the country in which you have purchased the product and come under the exclusive jurisdiction of the competent courts of that country.