# KAWAI – BONUS PREMIUM SKOOVE / TOMPLAY SUBSCRIPTION TERMS AND CONDITIONS

- Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this KAWAI Cashback Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer. Claims must comply with these Terms and Conditions to be valid.
- 2. The promoter KAWAI AUSTRALIA PTY LTD ABN 96 002 270 199 of 24/6-8 Herbert Street, St Leonards, NSW 2065 ("Promoter" or "Kawai").
- 3. The Promotion period is dated 01<sup>st</sup> September 2024 and ends on 31<sup>st</sup> October 2024 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted.
- 4. Redemptions must be submitted via Online Claim Form at <a href="https://kawai.com.au/ca-piano-bonus-offer">https://kawai.com.au/ca-piano-bonus-offer</a> by 11:59pm (AEST) on 15<sup>th</sup> November 2024
- 5. The promotional Cashback offer consists of 3 months premium subscriptions to both Skoove and Tomplay third-party apps.
- 6. To redeem a Gift, claimants must:
  - a. Purchase a Participating Product from a Participating Retail Store.
  - b. Satisfy the other eligibility and claim requirements in these Terms and Conditions below.
- 7. Limit of one (1) Gift applies per product purchased. Gifts are not redeemable for cash.
- 8. Skoove and Tomplay are third party providers, not associated with Kawai Australia PTY LTD.

#### **Definitions**

- 8. For the purposes of these Terms and Conditions:
  - a) "Participating Product" means any of the Kawai products listed below by model number that are supplied by Kawai in Australia
  - b) sold by a Participating Retail Store as listed on the promotional page.

| Model Number | Bonus Gift                    |
|--------------|-------------------------------|
| CA401        | 3 month premium subscriptions |
| CA501        | to Tomplay and Skoove.        |
| CA701        |                               |
| CA901        |                               |

- c) "Proof of Purchase" means an original tax invoice clearly confirming a Purchase. The Proof of Purchase must clearly specify:
  - i. The Participating Product that was purchased.
  - ii. The price paid for the Participating Product.
  - iii. The Participating Retail Store in which the Participating Product was purchased.
  - iv. The date that the Participating Product was purchased during the Promotional Period and prior to the claim being made.
- d) "Proof of Model Number" means proof of the model number of a Participating Product by Kawai. "
- e) "Proof of Serial Number" means proof of the serial number of the Product purchased
- f) "Purchase" means either making full and final payment for a Participating Product during the Promotional Period.

## **Privacy**

Claims remain the property of the Promoter. Kawai and its agents collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of claims is conditional on providing this information. Claimants acknowledge that the information they provide will be collected by or on behalf of Kawai and may be disclosed to Learnfield GmbH (Skoove) and Tombooks LLC (Tomplay)

Skoove privacy policy can be reviewed at https://www.skoove.com/blog/privacy/

Tomplay privacy policy can be reviewed at <a href="https://tomplay.com/privacypolicy">https://tomplay.com/privacypolicy</a>

# **Eligibility and claims**

- 10. To be eligible to claim a Gift, each claimant must:
  - 1. be a resident currently living in Australia
  - 2. be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to participate in this Promotion;
  - 3. not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
  - 4. be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
  - 5. make a Purchase and retain the original Proof of Purchase in respect of that Purchase; visit kawai.com.au/ca-piano-bonus-offer/ ("Website") by 15<sup>th</sup> November 2024; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
    - i. Retain original Proof of Purchase.ii. Visit the online claim form located at the Website ("Online Claim Form") and provide:
    - ii. Information including the claimant's full name, contact telephone number, email address and residential address a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was purchased, the date of Purchase, the price paid and the Participating Retail Store, and the Participating Product's serial number. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.
  - 6. Promotion only applies to new product purchase. Ex-school, ex-loan, ex-display models are not valid purchases to claim the Gift.

## Validation of claims

- 11. The Promoter will:
- a. ensure that the Proof of Model Number provided by a claimant is valid with a matching serial number; and
- b. ensure that the Proof of Purchase submitted by each claimant is valid.
- 12. Once a claimant's claim has been validated, the Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

### Gift

- 13. Each Australian claimant whose claim is validated will receive one (1) redemption code for 3 month premium subscription for Tomplay, and one (1) redemption code for 3 month premium subscription for Skoove.
- 14. The Gift will be delivered to claimants directly by a third party and is subject to any delivery or processing delays.
- 15. The Promoter is not responsible for delivering Gift to claimants, or any delivery or processing delays
- 16. If the Gift or element of it becomes unavailable for reasons beyond the Promoter's control, claimants will not be entitled to any additional compensation. Incomplete, indecipherable or illegible claims will be deemed invalid.
- 17. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.
- 18. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a Gift is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant. The Promoter makes no guarantee of the availability of its web services or Corporate Prepaid Gift Cards and will not be held responsible for any interruption of service that may interfere with a claimant's ability to participate in this Promotion.