

# CANON COLLECTIVE TERMS OF PARTICIPATION

## Application of Terms

1. Requests to reserve a place on an advertised Canon New Zealand Limited ('Canon') event or tour ('Event') are governed by these Event Terms. The Event Terms govern your request to attend and your attendance at an Event.
2. Information about, and any further criteria for participation in the Event published by Canon ('the Event Criteria' forms part of these Event Terms.
3. Canon reserves the right to change these Event Terms at any time, however such changes will only apply to requests accepted by Canon after that time.
4. Canon's Privacy Policy and Terms of Use also apply to your participation in an Event. To the extent of any inconsistency between these terms, these Events Terms prevail.

## Requests

5. A request made by you is an offer to reserve a place at the Event and is subject to acceptance by Canon. Canon reserves the right to reject any request for any reason.

## Cancellation due to Error

6. You acknowledge that despite our best efforts an Event may be displayed with incorrect pricing (if applicable) or other information, or may be fully reserved, due to an error or oversight. In such circumstances, and subject to applicable law, Canon reserves the right to cancel an accepted request, in which case any payment received from you (if applicable) will be refunded.

## Pricing

7. The price of the Event (if applicable) is as specified at the time of submitting your request. Prices include GST.
8. Unless explicitly stated by Canon, any ancillary costs associated with your participation in an Event, including but not limited to accessing any website connected with the Event, equipment, travel expenses, meals, or accommodation are not included, and are your sole responsibility.

## Confirmation of Request

9. You will receive a confirmation of your reservation at the Event. Subject to clause 6 above, your place is reserved upon your receipt of Canon's acceptance of your request.
10. You must bring a copy of Canon's confirmation of your order to the Event.

## Age Requirements for Participation

11. Unless otherwise stated, anyone participating in the Event must be at least 13 years of age. If a person participating in the Event is under the age of 18, they must be accompanied by a parent or guardian who has also reserved a place at the Event (unless otherwise agreed in advance with Canon).

## Legal Release and Hire Forms

12. As a condition of participating in the Event, you may be requested, and you agree to sign any legal documentation as and in the form required by Canon or its third

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party service provider or Event partners, including but not limited to a legal release and indemnity form and/or equipment hire form. Canon will use reasonable endeavours to provide you with access to such documentation before you submit your order.

### Attending the Event

13. Please arrive on time to the Event. If you arrive late, the Event may commence without you. Depending on the Event, your late arrival may mean you may not be able to participate in the Event and Canon will not be responsible or liable for your non-participation.
14. Participation in an Event is at your own risk. Participation in an Event may at times require you to travel or participate in activities requiring physical fitness. You are responsible for ensuring you are in suitable attire and physical condition for the Event. Any medical condition, medication being taken or any other factor that may affect your health or participation must be notified to Canon prior to the Event. Unless you advise us otherwise, participation in the Event means you certify that you do not have any physical or other conditions that may hinder your participation in the Event or which might present a potential risk to yourself, Canon, its third party providers or partners or to other participants.
15. Canon reserves the right to decline or remove any participant from an Event for any reason, including, without limitation if their conduct or condition is deemed to pose a risk or nuisance to others or to the participant.
16. Any ancillary costs associated with your participation in an Event are your sole responsibility, unless otherwise indicated.
17. While on the Event, you must comply with Canon's or the Event co-ordinator's instructions, including, without limitation, relating to your and other participant's health and safety on the Event. If you do not comply with these instructions, Canon may remove you from the Event in accordance with clause 15.

### You May be Filmed or Photographed at the Event for Promotional Use

18. From time to time, Canon may take photographs or capture film of participants at an Event. Please notify Canon or the Event leader/s if you do not wish to be photographed or filmed.
19. Except where you notify Canon or the Event leader/s that you do not wish to be photographed or filmed, you consent to Canon using your likeness, image and/or voice as captured in any photographs or film ('the Content') for the purpose of promoting Canon, the Event or future Events in any media, including online media such as Canon's official social media pages and website. Canon is not obliged to use the Content. Canon may edit the Content prior to publication without seeking your approval and is not required to acknowledge you when using the Content. You agree that you do not own any intellectual property rights in the Content.

### Your Obligations

20. You warrant and agree that:
  - (a) any information provided by you when placing a request to attend an Event is up-to-date, materially accurate, and sufficient for Canon to fulfil your request;
  - (b) you have legal capacity to enter into a contract;
  - (c) you have read and will comply with the Event Terms (including the Event Criteria); and
  - (d) you are not submitting requests for the purpose of reselling your Event reservations.

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### **Cancellations**

21. Canon reserves the right to reject requests for change of mind cancellations unless otherwise specified.
22. Subject to clause 24 and 25 below, and unless otherwise specified, the Event will continue to run in the rain.
23. If the Event is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of Canon, including, without limitation, extreme weather conditions, Canon reserves the right in its sole discretion, to the fullest extent permitted by law to modify, suspend or cancel the Event. Canon will use reasonable endeavours to make contact with you prior to the commencement of the Event in such situations.
24. The Promoter reserves the right, in its sole discretion, to vary or cancel an Event

### **Personal information**

25. Canon collects personal information in order to conduct Events and may, for this purpose, disclose such information to third parties. Participation in Events is conditional upon you providing this information and consenting to its use for the purpose of your participation in the Event(s). Please refer to the Privacy Policy for further information. You consent to the Promoter or its third party service provider using your details, including your email address, to contact you regarding the Event and other related administrative purposes.

### **Limitation of Liability**

26. Nothing in these Event Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under New Zealand law.
27. Subject to clause 26, and to the fullest extent permitted by law, Canon expressly excludes all other direct or indirect liability arising in any way from your order and/or participation in the Event and Canon is not liable to you for injury, damage, delays, or other additional costs you may incur.
28. If any provision of these Event Terms is unenforceable for any reason, such provision shall be severed from these Event Terms and the remaining Event Terms will remain in full force and effect.
29. These Event Terms are governed by the laws of New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand about any proceedings in connection with the Event or these Events Terms.