

# AUDIO-TECHNICA CASH BACK PROMOTION - TERMS AND CONDITIONS

## ARTICLE 1 - PARTICIPANTS

1.1 This promotion is only open to residents in Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Poland, Romania, Slovakia, Spain, Sweden, Switzerland, UK. A Participant ("Participant") is a person or a legal entity (company) who is resident in Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Poland, Romania, Slovakia, Spain, Sweden, Switzerland, UK. Employees of **Audio-Technica**, 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. **Audio-Technica** 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 2 - HOW TO PARTICIPATE

2.1 This promotion is open to customers to purchase the requisite devices in the participating stores. To be eligible for cash back, the Participant must purchase the product listed in article 3.1, in Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Poland, Romania, Slovakia, Spain, Sweden, Switzerland, UK.

2.2. To take advantage of this promotion, purchases must be made between **October 1<sup>st</sup> 2020 and January 31<sup>st</sup> 2021** (inclusive). The Promotion is not available on any second hand, refurbished or reconditioned stock. The cash back claim can only be made through **cashback.audio-technica.eu**

2.3 A maximum of **5** qualifying products can be claimed per Participant, during the promotion. Only 1 claim may be made per Selected Product.

2.4 Fully completed and correct claim forms, together with a copy of the original receipt and the original barcode cut out from the packaging of the Promotional Product, must be received no later than **February 14<sup>th</sup> 2021** by online submission using the claim form available at **cashback.audio-technica.eu**. You will be asked to provide your personal details including payment details. Once a claim is received a confirmation of receipt will be sent by email.

2.5 Each cash back claim is limited to a single use and cannot be used in conjunction with any other promotional voucher or cash back offer against any **Audio-Technica product** as stated in Article 3.1.

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

2.7 **Audio-Technica** will deliver **the cashback as stated in article 3.1** via BACS transfer, within **28 days of validation of your claim**. The Promoter will only make bank transfer to an account that is set up in the country where you made the purchase of the **Audio-Technica** product.

2.8 Enquiries about the campaign and queries relating to your claim can be sent to [audio-technica@promotion-update.com](mailto:audio-technica@promotion-update.com)

### **ARTICLE 3 – CASH BACK**

3.1 The cash back offer is as listed below against the applicable products:

<b>Model Name</b>	<b>Cashback Value in local currencies</b>
ATH-M50xBT	£20
ATH-ANC900BT	£30
ATH-SR50BT	£20
ATH-CKS5TW	£15
AT-LPW30TK	£25
AT-LPW50PB	£30
AT-LP5x	£30

3.2 The cash back claim form cannot be exchanged for cash.

3.3 Where the cash back payment constitutes a taxable benefit, the tax liability lies with the recipient. Accordingly, if your bank charges you, such charges will be deducted by your bank from the cash back amount.

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

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

4.1 The promoter is: **Audio-Technica Europe** The Promoters reserve the right to withdraw the promotion at any time.

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

Upon registration, the participant will have provided their personal data to **Audio-Technica** and it will be transferred to an **Audio-Technica** office, and to its agents, to carry out the promotion and conduct marketing and quality control analysis. **Audio-Technica** and its agents are responsible for securely storing, processing and transferring the participant's personal data wholly in accordance with applicable local Data Protection Laws and Regulations. By registering, the participant consents to these terms and conditions. By ticking the relevant box on the online registration form, the participant also consents to the promoter, **Audio-Technica** entities and/or their agents processing their data for the purposes of advising participants of other promotions, new products and services, and for future marketing and quality control analysis. Each time you receive any promotional electronic communication you will have the opportunity to opt-out. Participants have the right to consult and request rectification of their information as held by the promoter. Requests should be made to the promoter at the e-mail address [audio-technica-unsubscribe@promotion-support.com](mailto:audio-technica-unsubscribe@promotion-support.com)

For the purpose of this promotion Audio-Technica will commission the following sales promotion agency (hereinafter referred to as AGENCY):

Benamic

IDA Business & Technology Park,

Ring Road, Kilkenny,

Ireland

The AGENCY is entitled to process inspect and safe all data submitted in context to this cashback promotion in such a way as to guarantee compliance with applicable data protection law.

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

6.4 **Audio-Technica** shall not be liable for any delayed claims of any nature with regard to this promotion.

6.5 **Audio-Technica** 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 **Audio-Technica's** reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.

6.6 **Audio-Technica** 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.