



Lexmark International (Australia) Pty Limited Lexmark 45 Day Money Back Guarantee Offer

TERMS & CONDITIONS

1. Information on how to participate in the 45 Day Money Back Guarantee Offer forms part of these Terms and Conditions. Claims that do not comply with these Terms and Conditions are ineligible. Internet access and a valid email account are required for redemption. By claiming the 45 Day Money Back Guarantee, participants agree to be bound by these Terms and Conditions.
2. The 45 Day Money Back Guarantee offer is open to residents of Australia and New Zealand. Employees of the Promoter and their immediate families and the affiliated companies and agencies and their respective employees are ineligible to claim the refund.
3. "Participant" refers to residents of Australia and New Zealand who purchase a qualifying product from participating retailers only during the promotional period and is the end user of that Product. "Product" refers to any Lexmark product model mentioned within the Terms and Conditions.
4. "Promoter" refers to Lexmark International (Australia) Pty Limited ABN 86 050 148 466 of 13b Narabang Way Belrose NSW 2085. This promotion is not available with any other Lexmark promotional offers.
5. The Promoter reserves the right to reduce your refund amount by the amount of any Cash back or EFTPOS offer that has been claimed or the Recommended Retail Price of any promotional product which has been bundled or claimed with your printer purchase.
6. The following Lexmark model numbers originate from the Promoter and are classified as a valid product in order to claim the 45 Day Money Back Guarantee. To be eligible for the refund, the participant must purchase and submit a claim within 45 days of the purchase date for the following eligible Lexmark Printers to obtain the refund: Lexmark inkjet multifunction printers: S305, S405, S505, S605, Pro705, Pro805, Pro901, Pro905.
7. Subject to clause 8, claims for this offer are valid only for Product purchased in Australia and New Zealand in participating outlets between 1 October 2009 and 31 December 2010. Participant(s) will forfeit claims not made by this date.
8. The Promoter reserves the right to extend the purchase period and closing date of the promotion in its absolute discretion. The Participant must contact Lexmark's Technical Support line on 1300 362 192 to initiate the 45 Day Money Back Guarantee process. Lexmark's Technical Support line will provide further details on how to claim the 45 Day Money Back Guarantee. To be eligible for the refund, the participant will be required to provide relevant personal details, purchase details, the serial number from their purchased Product and the Product purchased.
9. The Participant will arrange for a courier to pick up the eligible Product along with a photocopy of the original tax invoice (no handwritten receipts). Once validated, the Promoter will refund the Participant in full for the total purchase price of the eligible Product.
10. Courier pick-ups will be between 8:00am and 5:00pm Monday to Friday. If the designated pick-up address is unattended the courier will not wait or return a second time. The participant will be required to pay for the courier pick-up if the courier needs to return to the pick-up address. The Participant needs to ensure the designated pick-up address is attended to during the above business hours.
11. Participants must submit a legible photocopy of their Tax Invoice (handwritten Tax Invoices will not be accepted) with any claim as proof of each product purchased (delivery dockets are not accepted as proof of purchase) or claim will be rejected. Originals do not need to be sent.

12. The returned product must be in a saleable condition, undamaged and must include all original packaging and accessories (including cartridges and toners, CD drivers, manuals, power supply and power cable etc.)
13. If the claim is denied due to any of the conditions listed above being unsatisfactory, the Participant will be required to pay for the return freight of their printer.
14. Certain legislation may imply warranties or conditions or impose obligations upon the Promoter which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent, including but not limited to, if the Product is faulty. These Terms and Conditions must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which the Promoter is able to do so, its liability will be limited, at its option to (i) the replacement of the Products or the supply of equivalent Products; (ii) the repair of the Products; (iii) payment of the cost of replacing the Products or acquiring the Products or acquiring equivalent products; or (iv) payment of the cost of repairing the Products.
15. Claims are limited to 1 claim for each individual or company participant or two claims per household. Each claim must include a serial number for each separate item purchased. Only one claim permitted per Product purchase. Claims will be deemed invalid if the same serial number is used on more than one claim.
16. The Participant will be responsible for all charges relating to the postage of their claim. This does not include the courier fees associated with the pick-up of the product – except in the instance where the pick-up address is unattended.
17. Liability for any tax on any refunds awarded to a Participant pursuant to this Promotion shall be the sole responsibility of the Participant. It is recommended that Participants contact their own accountant or taxation advisor in this regard.
18. The refund will be issued by cheque or EFT transfer as per details provided in the claim form and will be posted to the Participant's name as listed on the claim form.
19. Please allow approximately 75 days from the date that the claim is validated for processing.
20. Promotion not valid in conjunction with any other offer or promotional product bundle.
21. The Promoter's decision on all matters pertaining to this promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these terms and conditions. No correspondence will be entered into after 6 weeks of closing date of promotion.
22. Claims are not transferable or assignable.
23. The Promoter reserves the right to verify all claims. Claims are void if illegible, forged or tampered with in any way.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or (d) any tax liability incurred by a Participant.
26. All personal details of Participants will be stored in a database at the office of the Promoter or its Agencies. The Promoter is committed to the protection of personal information. The Promoter will use the information contained in the claim form to contact Participants if it has any queries regarding claims, and to send fulfilment of the refund. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant. A request to access, update or correct any information should be directed to the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained by contacting Lexmark's Privacy Officer by email at auprive@lexmark.com.