

# Terms & Conditions of Participation for Inkjet-Sep-Dec23-Cashback Promotion

By participating in the Promotion, the participant accepts these Terms & Conditions of Participation.

## 1. Organiser

- (1) The Promotion is being hosted by Brother Ireland DAC (BIR)
- (2) The Promotion shall be implemented by the Agency commissioned by the Organiser: marken mehrwert - brand added value AG, Schildkrötstr. 15 , 68199 Mannheim, Germany ("**Agency**")

## 2. Eligibility

- (1) All natural persons of legal age and legal persons who are residents in or based in the Republic of Ireland are eligible to participate in the Promotion.
- (2) To be eligible for this Customer Promotion, you must have purchased one of the qualifying Brother Products for your own use, not for further sales.
- (3) This promotion is valid only on the Qualifying Products listed in Appendix 1, which must be purchased within the Republic of Ireland ;
- (4) Employees of the promoters, its resellers, distributors, wholesalers, commercial lease partners and their immediate families, financial institutions and agencies or anyone else connected with the creation and administration of the Promotion will be excluded from participation in this Promotion.
- (5) Claims must be submitted by end-user customers only. Any claims received from resellers on behalf of their customers will not be accepted.
- (6) This Promotion is only valid for new products. Refurbished machines, second-hand machines, any machine acquired from commercial leasing, hire purchase, URN supported business or similar arrangements, and any machines sourced via the internet from a company not registered in the Republic of Ireland do not qualify. In addition, any machines acquired free of charge as part of any promotion supported direct or indirect by BIR are also ineligible. In all circumstances, it is the responsibility of the claimant to check the validity of the supply.

## 3. Subject of the Promotion

- (1) End customers who purchase a promotional product within the promotional period from 1st September 2023 to 31st March 2024 from the Area of Participation and register for the Promotion on or before 30<sup>th</sup> April 2024 shall receive money back ("Cashback"), depending on the purchased product, to the value specified in Appendix 1.
- (2) A maximum of four promotional products per person can be registered for the Promotion. A maximum of four people per household/company shall be permitted to participate in the Promotion.
- (3) The Cashback can only be applied once per promotional device as part of this Promotion.
- (4) A comparison of e-mail addresses, duplicate addresses and verification numbers shall be carried out. Multiple participations which violate these Terms & Conditions of Participation along with any other manipulative measures will lead to the participant's immediate exclusion from the Promotion.

#### 4. Promotional products

Cashback shall be paid out in accordance with the provisions of these Terms & Conditions of Participation for the products that are included in the list of promotional products (As per Appendix 1) and shall be paid out in the amount specified for the relevant product.

#### 5. Participating in the Promotion

- (1) As a prerequisite for participating in the programme, the end customer must have completely and properly disclosed and made available the following information on the Promotion's website <https://www.markenmehrwert.com/campaign/brother-ie-cashback-2023>
  - Name and address of the participant
  - E-mail address of the participant
  - Serial number of the promotional product
  - Scan or photograph of an invoice or similar proof of purchase on which the purchasing date and the product can be clearly identified
  - Account details for transferring the Cashback
- (2) Sales platform certificate or a receipt does not provide sufficient proof of purchase. Furthermore, proof of purchase must not have been issued to anybody other than the participant.
- (3) Any tax liability upon receiving the cashback shall remain with the recipient (end customer).
- (4) After receiving the participation documents, the participant receives a confirmation of receipt by e-mail ([noreply@markenmehrwert.com](mailto:noreply@markenmehrwert.com)) from the Agency. The Agency shall be authorised to contact the participant by e-mail or letter if there are any queries regarding implementing the Promotion.
- (5) There shall be no entitlement to participate should the information not be submitted on time, be illegible, incomplete, or otherwise incorrect.

#### 6. Paying out the Cashback

- (1) The check to determine whether Cashback can be claimed is carried out by the Agency; the Cashback is paid out to the account specified by the participant.
- (2) The money shall be paid out no later than six (6) weeks after the complete participation documents, which must have been submitted on time, have been received.
- (3) If there are errors in the bank details specified by the participant, there shall be no claim to the money being transferred again. BIR cannot accept responsibility for non-receipt of payment due to inaccurate details provided.
- (4) The claim to payment of the Cashback shall not be transferable. The payment shall not, under any circumstances, be made in cash or in tangible assets.
- (5) BIR cannot accept responsibility for any lost claims, in any circumstances, including incorrect registration or incorrect details submitted

#### 7. Obligation to refund where the product is returned

If a promotional product already registered to the Promotion is returned within two months, there shall be no claim to Cashback. Any benefits already granted must be reimbursed.

## 8. Data protection

- (1) The data provided by the participants as part of the Promotion shall be displayed, collected, saved, processed, and used by the Organiser and the Agency only to implement the Promotion, as shown in these Terms & Conditions of Participation. The participants may object to the storage, processing, and use of their data at any time by sending an e-mail to [brother-eu@markenmehrwert.com](mailto:brother-eu@markenmehrwert.com). Upon withdrawing this consent, the relevant participant's data shall be deleted immediately – further participation in the Promotion will, unfortunately, no longer be possible.
- (2) The participant's personal data will not be shared with any third parties unless this is required to run the Promotion.
- (3) Once the Promotion has ended, the participant's personal data shall be erased, provided this does not contravene statutory storage obligations. However, if a participant has consented to receive advertising material and information in conjunction with the Promotion by placing a cross in the field provided for this purpose, their personal data shall be used by the Organiser or its associated companies. The participant can object to receiving advertising material and information at any time, with future effect.

## 9. Miscellaneous

- (1) The Organiser reserves the right to change, extend or prematurely end this Promotion without prior notice.
- (2) These Terms & Conditions of Participation are subject to Irish law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes shall be the location of the Organiser's registered office.
- (3) Should one or several provisions of these Terms & Conditions of Participation be or become ineffective, the validity of the remaining provisions shall not be affected thereby.
- (4) If you have any questions regarding the implementation of the Promotion, please write to [brother-eu@markenmehrwert.com](mailto:brother-eu@markenmehrwert.com)

## Appendix 1

Model	Cashback Amount per Machine
DCPJ1200W	€ 30.0
DCPJ1200WE	€ 30.0
MFCJ4340DW	€ 50.0
MFCJ4340DWE	€ 50.0
MFCJ4335DW	€ 50.0
MFCJ4335DWXL	€ 70.0