

## TERMS AND CONDITIONS FOR 25% TRUE X SOUNDBAR CASHBACK PROMOTION

### ARTICLE 1 - THE PROMOTER

- 1.1. The promoter is **Yamaha Music Europe GmbH, Siemensstraße 22-34 in 25462 Rellingen, Germany (“Yamaha”)**. The promotion will be processed by Benamic, IDA Business & Technology Park, Ring Road, Kilkenny, Ireland (**“Executing Agency”**).
- 1.2. Yamaha reserves the right to withdraw the promotion at any time.
- 1.3 By registering, the Participant consents to these terms and conditions.

### ARTICLE 2 - PARTICIPANTS

2.1 This promotion is only open to end customers in Germany, Belgium, Netherlands, Austria, United Kingdom, Ireland, France, Luxemburg, Denmark, Finland, Sweden, Norway and Italy (**“Participant”**). Employees of Yamaha, its subsidiary companies, their families, agents, and other parties directly involved with this promotion are not eligible to enter. Participants must be 18 years of age or older. The promotion is only open to participants having purchased the promotion devices during the campaign period.

2.2. Yamaha 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 3 – HOW TO PARTICIPATE

3.1 The Promotion is open to Participants who purchase a Yamaha Soundbar or True X SET as listed in article 4.1. To be eligible for cash back, the Participant must purchase the products online or physically in Germany, Belgium, Netherlands, Austria, United Kingdom, Ireland, France, Luxemburg, Denmark, Finland, Sweden, Norway or Italy only from an Authorized Yamaha dealer. The products must be purchased within the promotion period, as stated below. The Participants may purchase the True X SET either all the products in this SET separately and at different times from different authorized Yamaha Dealers or at same time from the same authorized Yamaha Dealer, cashback amount is eligible for the True X SETs listed in Article 4.1.

3.2 **Promotion period:** The purchase of the promotional devices must take place during the period from 01.10.2024 to 30.11.2024.

3.3 The date(s) of purchase(s) shall be the invoice date of the purchase receipt, or in the case of orders placed online, the order date confirmed by the dealer.

3.4 The promotion is not available on any second hand, refurbished, reconditioned stock or for the products, and Yamaha TRUE X models listed in article 4.1, purchased from a Non-Authorized dealer i.e; Amazon market place, eBay etc.

3.5 A maximum of one cashback amount shall be claimed for the one (1) qualifying Yamaha Soundbar or True X SET listed in article 4.1 , during the promotion period. Only one (1) claim may be made per selected products. Maximum of one (1) claim may be made per participant.

3.6 Registration of the promotional device is required by online submission using the claim form available at <https://europe.yamaha.com/cashback>. Fully completed and correct claim forms, together with a copy of the original receipt(s), must be received no later than 23:59 MEZ on 15.12.2024 ("**Registration period**"). For participation in the promotion, Participants will be asked to provide the full name of the purchaser, his/her bank details, the address of the participating dealer incl. the receipt (if the promotional devices were purchased in stationary retail) or order confirmation and invoice (if the promotional devices were purchased in online retail) and the serial numbers of the promotional devices.

3.7 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 the promotional device as stated in Article 4.1.

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

3.9 Yamaha will deliver the specific cashback via BACS transfer, within 35 days after the successful validation of your claim.

#### ARTICLE 4 – CASH BACK

4.1 The **cash back offer** is based on the purchase of a Yamaha Soundbar or TRUE X model SET. Cash back amount is as follow:

YAMAHA SOUNDBAR / TRUE X SET	Cashback Amount
1x TRUE X BAR 50A (SR-X50A)	25% Discount on Purchase Price
1x TRUE X BAR 40A (SR-X40A)	25% Discount on Purchase Price
1x TRUE X SURROUND 50 A Bundle	25% Discount on Purchase Price
1x TRUE X BAR50A + 2x TRUE X SPEAKER X1A	25% Discount on Purchase Price
1x TRUE X BAR40A + 1x TRUE X SUB 100A + 2x TRUE X SPEAKER 1A	25% Discount on Purchase Price
1x TRUE X BAR40A + 2x TRUE X SPEAKER X1A	25% Discount on Purchase Price
1x TRUE X BAR40A + 1x TRUE X SUB 100A	25% Discount on Purchase Price

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

4.3 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.

4.4 In the event that the purchaser returns one or all product/s 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 purchaser's right to exercise their applicable statutory or warranty rights.

## **ARTICLE 5 - DATA**

Upon registration, the Participant will provide personal data such as name, address, bank details etc., which is stored and processed by Yamaha for the purpose of administering this promotion. You can object to the use of your personal data at any time by notifying [Dataprotection@contact.europe.yamaha.com](mailto:Dataprotection@contact.europe.yamaha.com). All personal information will be processed by the Executing Agency BENAMIC only in connection with the management of this promotion including the provision of information to third parties designated to administer the promotion. In as far as our third-party providers encounter your personal data, we will ensure that the data processing agreement pursuant to Article 28 GDPR also complies with the applicable data protection laws.

Participant may have more information about Personal Data usage on Yamaha's Privacy Policy here: [Privacy Policy - Yamaha - UK and Ireland](#)

## **ARTICLE 6 - DISCLAIMER**

6.1 No responsibility will be accepted for claims lost, delayed or for those claims not received within the promotion period.

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 Yamaha is not liable for any costs incurred by the participant relating to the promotion.

6.4 Yamaha shall not be liable for any delayed claims of any nature with regards to this promotion.

6.5 Yamaha shall not be liable for any failure to fulfill this offer where such failure is caused by any supervening circumstances amounting to force majeure or third-party fault (meaning: beyond Yamaha's reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.

6.6 Yamaha reserves the right to reject any unjustified claim and withdraw this promotion at any time and/or to unilaterally change the terms and conditions without incurring any liability.

## **ARTICLE 7 - JURISDICTION**

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.