

Australia 2024 - Terms and Conditions for Raymarine Black Friday Promotion:

The Offers within this Promotion are only valid for orders placed during the following dates:

22nd November 2024 09:00 AEDT – 6th December 2024 23.59 AEDT (“**Promotional Period**”) via Raymarine Approved Dealers in Australia.

The following terms and conditions (“**Terms**”) apply to Raymarine Black Friday Promotion (“**Promotion**”). Instructions for valid purchases form part of the Terms which you will be deemed to have accepted if you participate.

1. OFFEROR

- 1.1. Promotion is provided by Raymarine, a business unit of FLIR Maritime Asia Pty Ltd with registered address Suite 1.01, 26 Rodborough Road, Frenchs Forest, NSW 2086 together (“**Raymarine**”), strictly via participating Approved Dealer & Approved Retailer Network (“**Approved Dealer**”). A list of Approved Dealers and Retailers can be found [here](#). Please note, participation in this Promotion is purely at the discretion of Approved Dealer. A listed Approved Dealer may not be participating in this Promotion.
- 1.2. Individual customers, boat owners, and the general public taking advantage of this Promotion (“**End Users**”) may take part strictly via a participating Approved Dealer.

2. RAYMARINE PROMOTIONAL OFFERS

- 2.1. These Terms set out the terms for participation in the Promotion.
- 2.2. This Promotion provides End Users the opportunity to take advantage of any of the following promotional offers (“**Offers**”):
 - a. One thousand Australian Dollars (\$1,000) off recommended retail price (RRP) when purchasing M232 thermal camera series (“**Qualifying Product**”);
 - b. Twenty-five percent (25%) off RRP on selected Axiom+ 12 models (“**Qualifying Product**”);
 - c. Twenty-five percent (25%) off RRP on selected Axiom 2Pro 12- & 16-inch models (“**Qualifying Product**”).
- 2.3. End Users are entitled to take advantage of any of the Offer options given in Clause 2.2.
- 2.4. Qualifying Products must be ordered via an Approved Dealer via Approved Dealer portal.
- 2.5. Please review these Terms carefully. Raymarine reserve the right to amend and revise these Terms the Promotion and the Offers from time to time at its sole discretion during the Promotional Period. Raymarine will do this by posting the latest version of the Terms [here](#).
- 2.6. Raymarine may refuse to accept any orders placed under the Promotion (or cancel any such orders prior to dispatch) where we have reasonable grounds to suspect illegal or fraudulent activity.

3. RAYMARINE PROMOTION

- 3.1. End Users may order and take advantage of multiple Offer options as given in Clause 2.2.
- 3.2. Should End User wish to cancel purchase of Qualifying Product, per their statutory right, they are no longer eligible to participate in this Promotion.
- 3.3. Except as given in these Terms, no orders from organised groups, third parties, agents, macros or other automated means, will be allowed for this Promotion.
- 3.4. Entitlement to the discount against Qualifying Product is personal to the End User and cannot be transferred, unless otherwise permitted by Raymarine.
- 3.5. Other than as specified in these Terms, Raymarine General Terms and Conditions of Sale (which can be found [here](#)) will govern the purchase of Qualifying Products.

4. FURTHER QUALIFYING PRODUCT DETAIL

Qualifying products:

- ~~4.1.~~ M232 Thermal IP Camera (320 x 240, 9Hz) with Pan, Tilt and electronic zoom.
- 4.2. List of Qualifying Products eligible for twenty five percent (25%) discount off RRP can be found [here](#).

5. RIGHTS

- 5.1. End Users taking advantage of this Promotion do not lose their statutory rights to cancel any order for Qualifying Product during any standard consumer statutory cooling-off period.
- 5.2. If End User exercises right to cancel and return Product during the cooling off period, Qualifying Product must be returned in its original packaging and condition.
- 5.3. Full information about right to return a defective product in line with our General Terms and Conditions of Sale, can be found [here](#).

6. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 6.1. Raymarine and Approved Dealer will only use End User personal information for the purposes of fulfilling its obligations in relation to this Promotion.
- 6.2. If you wish to exercise your rights under GDPR (EU General Data Protection Regulation), or the Australian Privacy Act please contact Approved Dealer, or Raymarine.
- 6.3. Raymarine and Approved Dealer will only give End User personal information to other third parties where the law either requires or allows for the purposes of fulfilling its obligations in relation to this Promotion.
- 6.4. By participating in this Promotion, End User consents to the transfer of their personal data to the Data Controller and the use of their personal data for the purposes of the administration of this Promotion and any other purposes to which the End User has consented. End User personal details will at all times be kept in accordance with our Privacy Policy, which can be found [here](#).

7. OTHER IMPORTANT TERMS

- 7.1. Please read the following clauses carefully and keep a copy for your information.
- 7.2. A person, business or entity that is not a party to this agreement shall have no rights to enforce any of its Terms.
- 7.3. Promotional Offers can be redeemed by End Users residing in a country where the Offer is being offered.
- 7.4. To be eligible to participate in this Promotion, End Users must be a resident of Australia aged 18+, excluding employees (and their immediate families) of Raymarine, its affiliates and any other company or person professionally connected with the Promotion.
- 7.5. Raymarine may, at its sole discretion, identify which products are eligible or no longer eligible for this Promotion. Raymarine may identify eligible products in selected promotional material. Products may only be eligible for this Promotion at certain times, so please check marketing material.
- 7.6. If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.7. Even if Raymarine delay in enforcing this agreement, Raymarine can still enforce it later. If Raymarine do not insist immediately that End User do anything you are required to do under these Terms, or if Raymarine delay in taking steps against End User in respect of your breaking this agreement, that will not mean that End User does not have to do those things and it will not prevent Raymarine taking steps against you at a later date.
- 7.8. This Promotion and the Offers within, may not be used in conjunction with any other Raymarine offer except at the sole discretion of Raymarine.
- 7.9. This Promotion and Offers within may not be used in conjunction with any other Approved Dealer offer except at the sole discretion of the Approved Dealer.

- 7.10. Raymarine reserves the right to remove promotional material from circulation, amend these Terms or withdraw all or part of this Promotion or change the Offers at any point during the Promotional Period.
- 7.11. Responsibility is not accepted for any damaged, lost, or delay's to orders because of any computer hardware, network or software failure of any kind.
- 7.12. Raymarine will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Offers, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 7.13. Raymarine's decision is final with regard to all Promotional matters.
- 7.14. These Terms prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Application and purchase instructions are deemed to form part of the Terms.
- 7.15. End Users acknowledge that Raymarine, its affiliates and its parent company, Teledyne Technologies Incorporated are bound by Trade compliance laws and standard industry sanctions. Any obligations on Raymarine under this Promotion will be entirely dependent on Raymarine's ability to adhere to Trade Compliance laws and sanctions. Raymarine, nor its affiliates or parent company, bear any responsibility for not fulfilling its obligations as a result of Trade Compliance obligations.
- 7.16. By participating in this Promotion, all End Users will be deemed to have accepted and be bound by these Terms.
- 7.17. These Terms may be provided in multiple languages. Should there be a conflict in any of the language versions, the English written version shall take precedence.
- 7.18. These Terms shall be governed by the laws of Australia. Australian Law and courts shall have exclusive jurisdiction.