

Terms and Conditions for the Boat Show Offer:

This Offer is only valid for orders placed during the following dates:

11th November –08:30 AEST and 18th November 23:59 AEST (“**Offer Period**”) via Raymarine Approved Dealers in Australia.

The following terms and conditions apply to this Boat Show Offer. Instructions for valid purchases form part of the Terms and Conditions which you will be deemed to have accepted if you participate.

1. OFFEROR

- 1.1. Boat Show Offer 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 providing this Offer.
- 1.2. Individual customers, boat owners, general public taking advantage of Boat Show Offer (“**End Users**”) may take part in this Boat Show Offer strictly via a participating Approved Dealer.

2. BOAT SHOW OFFER OVERVIEW

- 2.1. These terms and conditions set out the terms for participation in Boat Show Offer.
- 2.2. The Boat Show Offer provides End Users the opportunity to receive a free gift when purchasing certain qualifying product: (“**Offer**”):
 - a. End Users purchasing two (2) Axiom12+ units, **or** two (2) larger screens (“**Qualifying Product**”) in one transaction will receive a Quantum Radar (“**Free Gift**”).
- 2.3.
- 2.4. Qualifying Products must be ordered via an Approved Dealer via Approved Dealer portal.
- 2.5. Please review these terms and conditions carefully. Raymarine reserve the right to amend and revise these terms and conditions and the Offer from time to time at its sole discretion during the Offer Period. Raymarine will do this by posting the latest version of the terms [here](#).
- 2.6. Raymarine may also refuse to accept any orders placed under the Offer (or cancel any such orders prior to dispatch) where we have reasonable grounds to suspect illegal or fraudulent activity.

3. BOAT SHOW OFFER

- 3.1. Where the Free Gift is no longer available, Raymarine may at its discretion, agree to accept an order for Qualifying Products and send Free Gift as stock becomes available.
- 3.2. In the event of unforeseen circumstances Raymarine reserves the right to substitute the Free Gift for an alternative of equal or greater value. In the event of any dispute the decision of Raymarine is final. No correspondence will be entered into.
- 3.3. Should End User wish to cancel purchase of Qualifying Product, per their statutory right, they are no longer eligible to participate in this Offer.
- 3.4. Except as given in these Terms and Conditions, no orders from organised groups, third parties, agents, macros or other automated means, will be allowed for this Offer.
- 3.5. Entitlement to the Free Gift is personal to the End User and cannot be transferred, unless otherwise permitted by Raymarine.
- 3.6. Other than as specified in these terms and conditions, Raymarine General Terms and Conditions of Sale (which can be found [here](#)) will govern the purchase of Qualifying Products and any Free Gift.

4. FURTHER QUALIFYING PRODUCT DETAIL

- 4.1. Free Gift of Quantum Radar (Part number T70243: Quantum Q24C 18" Radar with 10m Power and 10m Data Cable) when Qualifying Product, two (2) Axiom12+ Multifunctional Displays are purchased;
 - a. End Users are permitted to alternatively purchase two (2) larger Multifunctional Displays and still receive Free Gift.
 - b. For an additional cost, End users may upgrade Free Gift to alternative Raymarine Doppler or Cyclone Radar. The cost to upgrade from standard Free Gift (Quantum Radar), to either Quantum Doppler or Cyclone, will be the difference in the standard RRP of the Free Gift Quantum Radar and the RRP of the upgraded radar. Details of cost differential between Free Gift offered and upgraded radar can be found [here](#).

5. RIGHTS

- 5.1. End Users taking advantage of Offer 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 and Free Gift 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 Offer.
- 6.2. If you wish to exercise your rights under GDPR, 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 Offer.
- 6.4. Data Protection: By participating in the Offer, 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 Terms 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. To be eligible to participate in the Offer, 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 Offer.
- 7.4. Raymarine may, at its sole discretion, identify which products are eligible or no longer eligible for this Offer. Raymarine identify eligible products in selected promotional material. Products may only be eligible for this Offer at certain times, so please check marketing material.
- 7.5. Free Gift applications to that are not in accordance with these Terms and Conditions or the instructions will be rejected.
- 7.6. If a court finds part of this contract 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 contract, Raymarine can still enforce it later. If Raymarine do not insist immediately that Approved Dealer or End User do anything you are required to do under these terms, or if Raymarine delay in taking steps against Approved Dealer or End User in respect of

your breaking this contract, that will not mean that Approved Dealer or 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. Raymarine reserve the right to cancel all or part of this Offer at any time.
- 7.9. This Offer may not be used in conjunction with any other Raymarine offer except at the sole discretion of Raymarine.
- 7.10. End Users should retain a copy of their receipt as proof of purchase.
- 7.11. Raymarine reserves the right to remove promotional material from circulation, amend these Terms or withdraw the Offer at any point during the Offer Period.
- 7.12. Responsibility is not accepted for any damaged, lost, or delay to orders as a result of any computer hardware, network or software failure of any kind.
- 7.13. 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 Offer or accepting or using the Offer, 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.
- 7.14. Raymarine decision is final with regard to all promotional matters.
- 7.15. These Terms and Conditions 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 and conditions.
- 7.16. By participating in the Offer, all End Users will be deemed to have accepted and be bound by these Terms and Conditions.
- 7.17. These terms and conditions shall be governed by the laws of Australia. Australian Law and courts shall have exclusive jurisdiction.