



## RØDE Microphones '100% Money Back Guarantee' Promotion - Terms & Conditions

1. For the purposes of these Terms and Conditions, the following definitions apply:

'Administrative Charges' means only Paypal or bank charges incurred by the claimant in obtaining the refund from RØDE Microphones. No charges shall be imposed by RØDE Microphones in respect of this Offer;

'Claimant' means the actual purchaser of a RØDE Microphone within the Offer Period.

'Freight Charges' means the cost of postage and handling, or the costs of a courier service, incurred for shipping of the RØDE Microphones to or from the claimant as required;

'Purchase' means payment in full of the full recommended retail price of a RØDE Microphone.

2. Instructions on how to claim and the Offer form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer
3. Claims are open to any person aged 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Promotion are ineligible to claim.
4. The Offer commences on 12.01am 1 February 2010, and closes on 11.59pm 31 July 2010 ("Offer Period").
5. To be eligible to claim, eligible Claimants must purchase a RØDE Microphone from a participating and authorized RØDE microphone retailer during the Offer Period and register their purchase with the Promoter within (7) seven days of their purchase. Authorized retailers can be found on [www.rodemic.com/moneyback](http://www.rodemic.com/moneyback), but it is the Claimant's responsibility to check that the specific authorized retailer is participating in the Offer.
6. To register the purchase, the Claimant must visit [www.rodemic.com/moneyback](http://www.rodemic.com/moneyback) within seven (7) days of the date of purchase as shown on the original receipt, follow the prompts on the registration page and input details including but not limited to: the serial number of the RØDE Microphone purchased; the proof of purchase of the RØDE Microphone; the claimant's name and address details; the name and address of the retailer where the RØDE Microphone was purchased, the price paid for the RØDE Microphone, any other details requested; and submit the fully completed online claim form.
7. To claim on the money back guarantee, the Claimant must visit [www.rodemic.com/moneyback](http://www.rodemic.com/moneyback), follow the prompts to the claim form page, input the requested details and submit the fully completed online claim form.
8. Claims must be submitted within sixty (60) days from the date of registration of their purchase. The final claims, for purchases made on 31 July 2010 and registered on 7 August 2010, must be submitted no later than 5pm AEDST on 7 October 2010.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity and age, and the proof of purchase) and to disqualify any claimant who has not registered their purchase, who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Incomplete, indecipherable or illegible claims will be deemed invalid.
11. Only one (1) claim permitted per RØDE Microphone purchased.
12. The eligible Claimant, once the claim has been verified by the Promoter and the Promoter has informed the claimant of the successful verification, shall return the RØDE Microphone to the local participating distributor for RØDE Microphones. For the USA and Canada, the only local participating distributor is: RØDE Microphones of 6383 Rose Lane, Carpinteria CA 93013 USA. For the rest of the world, the only local participating distributor is: Rode Microphones (International) of 107 Carnarvon Street, Silverwater NSW 2127 AUSTRALIA. The authorized retailers and local distributors other than those mentioned above are not included of this Offer, and are not liable in any way in respect of this Offer. The RØDE Microphone must be returned in 'As New' condition in the original undamaged packaging with the entire original in box equipment and documentation. The claimant shall be responsible for all Freight Charges incurred in returning the RØDE Microphone to the appropriate local participating distributor for RØDE Microphones.
13. If the RØDE Microphone is not returned in 'As New' condition in the original undamaged packaging with the entire original in box equipment and documentation, then the Promoter in its sole discretion may refuse the claim and return the RØDE Microphone to the claimant. In such circumstance, the Promoter shall notify the Claimant of the refusal of the claim, and also the Freight Charges to be incurred by the Promoter of shipping the rejected RØDE Microphone back to the Claimant, together with the cost of shipping insurance if required by the claimant. The Claimant shall then forward to the Promoter the amount of the Freight Charges and the cost of the shipping insurance. Once the Freight Charges and the cost of shipping insurance has been received by the Promoter, then the Promoter will ship the rejected RØDE Microphone back to the Claimant at the Claimant's address.
14. The Promoter does not accept any liability for any RØDE Microphones that are lost in transit before receipt by the local participating distributor, and recommends that claimants obtain their own insurance for this purpose.
15. The Promoter does not accept any liability for any rejected RØDE Microphones that are returned by the Promoter to the Claimant, and recommends that claimants obtain shipping insurance for this purpose.
16. Once the claim has been verified by the Promoter as complying with these Terms and Conditions, and accepted by the Promoter, the Promoter shall

refund the purchase price to the claimant by Paypal or direct debit to the Claimant's nominated bank account. The Claimant shall provide all necessary Paypal or bank details to the Promoter, and the Promoter warrants that it will only use these details for the purposes of providing the refund to the Claimant. The refunds will be paid by the Promoter in the first week of the month following the month in which the claim was approved. The refund will be paid in Australian dollars at the current exchange rate at the time when the refund is made between the currency in which the product was purchased and the Australian dollar, except in the case of USA and Canadian customers who will be refunded in US dollars. The Claimant shall be responsible for all Administrative Charges that may be imposed for the processing of the refund. The receipt of refund by the claimant will absolve the Promoter of any further liability to the Claimant.

17. This Offer applies only to properly functional RØDE Microphones which the Claimant in his or her discretion has decided to return. Notwithstanding, the full manufacturer's warranty will apply to the Rode Microphone purchased, and this Offer does not limit or affect the Claimant's rights with regards to warranties on this product either from the manufacturer or implied by legislation. Any warranty claims will be considered in accordance with the normal warranty terms and the standard terms and conditions that apply to all RØDE Microphones.
18. If this Offer 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 claimant; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate.
19. Any cost associated with accessing the Offer website is the Claimant's responsibility and is dependent on the Internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.
20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) is excluded from 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 this Offer, 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, unauthorized access or third party interference; (c) any claim, original purchase documentation or gift 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; (d) the failure of the RØDE Microphone, when sent by the eligible Claimant, to be received by the local distributor and (e) any refund that has not been received by the Claimant after dispatch by the Promoter.
21. The Promoter collects personal information in order to conduct the Offer and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers and as required by law, to Australian or other regulatory authorities. The Offer is conditional on providing this information. 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 claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia.
22. The Promoter is RØDE Microphones (International) of 107 Carnarvon Street, Silverwater NSW 2127 AUSTRALIA (ABN 91 000 576 483).

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