Sony of Canada ULC Product Registration for Additional 1 Year to Limited Warranty Offer Terms and Conditions

Offer Eligibility:

- 1. Purchases of Eligible Product* must be made between May 1, 2024 and September 30, 2024.
- Within 30 days of purchasing Eligible Product, product registration must be completed at <u>productregistration.sony.ca</u> ("Website") and include <u>image</u> of the <u>purchase receipt</u> for the Eligible Product and <u>details of where purchased Sony Authorized Retailer's name and address, purchase date, and purchased model(s).
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Compliance with this offer will result in an additional 1 Year to the Limited Warranty accompanying the Eligible Product. If you do <u>not</u> meet the eligibility requirements, you will <u>not</u> receive the additional 1 year to Limited Warranty. After product registration, you will receive an email from Sony Electronics Inc. (i) confirming your product registration; and (ii) confirming or denying that you have complied with the terms and conditions to redeem the offer. If your submission is denied because the documentation you provide cannot be substantiated, you may attempt to redeem the offer with proper documentation, provided that no terms of this offer will be extended or modified in order for you to do so (e.g., the time periods associated with the offer will not be extended). <u>Please continuously check your spam/junk folder</u>. Only new (factory fresh), in-the-box Eligible Sony product purchases are eligible for this offer. Open box or refurbished products are not eligible for this offer and will be denied. Products purchased under this offer must be for personal use only, not for resale, and must be kept in the purchaser's possession for a period of at least 12 months from date of purchase.

Failure to comply to these terms and conditions may result in disqualification and ineligibility, forfeiture, nullification and cancellation of the additional 1 year to the Limited Warranty. The additional 1 year Limited Warranty is non-combinable, non-transferable, non-redeemable, has no cash value and void where taxed, prohibited or restricted by law. Offer does not apply to previous purchases, applicable taxes, nor shipping and handling. Return of the Eligible Product will require equal forfeiture of offer or amount equal to offer. Offer valid on in-stock items only and while supplies last. No substitutions or rain checks issued. Offer good only on purchases made in Canada by legal residents.

Sony reserves the right to audit any product registrations by contacting the Sony Authorized Retailer/Dealer and Sony may nullify any claims for this offer that cannot be substantiated for whatever reason.

All product registration information submitted in the Website, or otherwise provided to Sony, becomes the property of Sony. In the event of any discrepancy or inconsistency between these terms and conditions and any statements contained in any offer materials, including but not limited to the submission form, point of sale, television, print, or online advertising, these terms and conditions shall prevail, govern, and control.

*Eligible Products:

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ILCE7CS	ILCE7CB	ILMEFX30BB	DSCRX1RM2B	SEL1635ZB	SEL24F28GB	SEL50F18B	SEL90M28GB
ILCE7M3B	ILCE7CLB	ZVE1LW	DSCRX100M3	SEL1655GB	SEL2450GB	SEL50F18F2	SELC1635G
ILCE7M3KB	ILCE7CLS	ZVE1W	DSCRX100M5	SEL1670ZB	SEL2860B	SEL50F18S	SELP1020GB
ILCE7M4B	ILCE1B	ZVE10B	DSCRX100M7	SEL16F28S	SEL2870B	SEL50F25GB	SELP1635GB
ILCE7M4KB	ILCE6100B	ZVE10LB	DSCRX100M7	SEL18135B	SEL28F20B	SEL50M28B	SELP18105G
ILCE7RM3AB	ILCE6100LB	ZVE10LW	DSCRX10M4B	SEL18200LE	SEL300F28G	SEL55210B	SELP18110G
ILCE7RM4AB	ILCE6100YB	ZVE10W	SEL100400G	SEL200600G	SEL30M35S	SEL55210S	SELP18200B
ILCE7RM5B	ILCE6400B	ZVE1B	SEL100F28G	SEL2070GB	SEL35F14GM	SEL55F18ZB	SELP28135G
ILCE7SM3B	ILCE6400LB	ZV1B	SEL11F18B	SEL20F18GB	SEL35F14ZB	SEL600F40G	SEL057FECB
ILCE9M2B	ILCE6400MB	ZV1FB	SEL1224GB	SEL20F28B	SEL35F18B	SEL70200G2	SEL075UWCB
ILCE9M3B	ILCE6600B.	ZV1FW	SEL1224GMB	SEL24105G2	SEL35F18FB	SEL70200GM	SEL20TCW
ILCE7CM2B	ILCE6600MB	ZV1M2B	SEL135F18G	SEL24240B	SEL35F28ZB	SEL70200GM	SEL14TCW
ILCE7CM2LB	ILCE6700B	ZV1M2W	SEL14F18GM	SEL2470GM2	SEL400F28G	SEL70200GW	
ILCE7CM2LS	ILCE6700LB	ZV1W	SEL15F14GB	SEL2470GMB	SEL40F25GB	SEL70300GB	
ILCE7CM2S	ILCE6700MB	ZVE1LB	SEL1625GB	SEL2470ZB	SEL50F12GM	SEL70350GB	
ILCE7CRB	ILMEFX3	DSCHX99B	SEL1635GM2	SEL24F14GM	SEL50F14GM	SEL85F14GM	
ILCE7CRS	ILMEFX30B	DSCRX0M2B	SEL1635GMB	SEL24F18ZB	SEL50F14ZB	SEL85F182B	

- B. You agree to waive any and all claims of liability and hereby, release, indemnify and hold harmless Sony of Canada ULC, its parent, subsidiaries, and affiliates and their shareholders, directors, officers, agents, employees, distributors, and retailers, from and against any claim, including but not limited to, accident, loss, or injury occurring as a result of or rising out of the Program, or any rebate received, or not received, in connection with the Program.
- C. Modification and Termination of Program/Portal/Terms and Conditions: Sony reserves the right to suspend, cancel or terminate the Program or Portal, in whole or in part, at any time. Sony may, from time to time and at its sole discretion, modify, change or limit any aspect of the Program or Portal and its Terms and Conditions, restrictions, benefits, or features, in whole or in part, including but not limited to suspending or terminating all or part of the Program or Portal with or without prior notice to you. Any material revisions to the Terms and Conditions will become effective on the date we publish the change. Continued usage of the Portal after changes to any of the terms, means you agree to be legally bound by the Terms and Conditions as they are revised, updated and/or amended. Sony assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or alteration of Claim entries. Sony and/or its providers or agents are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sony on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any damage to your or any other person's computer and other property relating to or resulting from participation in the Program, Portal or from downloading any materials in the Program or Portal. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM OR PORTAL IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SONY AND/OR ITS PROVIDER RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.
- D. All brand names are the marks and property of Sony and are used with permission.

E. Disclaimer of Warranties.

THE PROGRAM, PORTAL AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. SONY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USER ACKNOWLEDGES AND AGREES THAT SONY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR CONTINUOUSLY AVAILABLE.

F. Limitation of Liability.

NEITHER SONY, NOR ÍTS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, INFORMATION PROVIDERS, DISTRIBUTORS, AUTHORIZED RETAILERS/DEALERS, LICENSORS, LICENSEES, AND THEIR AGENTS SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO YOUR PARTICIPATION IN THE PROGRAM OR PORTAL, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Indemnification.

You will defend, indemnify and hold harmless Sony, its subsidiaries, affiliates, related entities and each of their officers, directors, employees, information providers, distributors, authorized retailers/dealers, licensors and licensees, and agents (collectively, "Indemnified Parties"), from and against any claim by a third party arising from or related to: (i) your breach of the Terms and Conditions; and/or (ii) your use or attempted participation in the Program and/or use of the Portal in violation of the Terms and Conditions or applicable law.

H. Severability.

The Terms and Conditions will be enforced to the fullest extent permitted under applicable law. If any provision of the Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms and Conditions will remain in full force and effect.

Governing Law; Venue.

The Terms and Conditions constitute a binding agreement, and failure to comply with the Terms and Conditions may result in legal action. The Terms and Conditions shall be governed by and construed in accordance with the laws of Toronto, Ontario, without reference to its conflicts of law rules.

J. READ THE FOLLOWING DISPUTE RESOLUTION/ARBITRATION PROVISION CAREFULLY. IT DETAILS YOUR RIGHTS AND INSTRUCTIONS SHOULD A DISPUTE RELATED TO YOUR PARTICIPATION IN THE PROGRAM AND/OR ACCESS AND/OR USE OF THE PORTAL.

Dispute Resolution (Including Binding Arbitration)

"Dispute" is defined as any disagreement, cause of action, claim, controversy, or proceeding between you and Sony, or its agent, related to or arising out of your account, access and/or use of the Program and/or the Portal, or the terms of this Agreement. Dispute is to be given the broadest possible meaning that will be enforced.

You and Sony agree that all Disputes shall be resolved exclusively through binding arbitration. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY DISPUTES IN COURT. You also agree that ANY DISPUTE RESOLUTION PROCEEDING WILL ONLY CONSIDER YOUR INDIVIDUAL CLAIMS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Despite the above, you have the right to litigate any Dispute on an individual basis in small claims court or other similar court of limited jurisdiction, to the extent the amount at issue does not exceed

\$15,000, and as long as such court has proper jurisdiction, and all other requirements (including amount in controversy) are satisfied.

If any part of this arbitration provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Arbitration Instructions. To begin Arbitration, either you or Sony must make a written demand to the other for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes when applicable ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared between you and Sony, but in no event shall your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point Sony will cover all additional administrative fees and expenses. This does not prohibit the Arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless you and Sony agree differently, the arbitration will take place in the county and state/province where you live, and applicable federal/provincial or state law shall govern the substance of any Dispute during the arbitration. However, the Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. If you purchase the Product in Ontario, but subsequently live outside of the Ontario, arbitration will take place in the county in which you purchased the Product. The Arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only to the extent necessary to provide relief warranted by that party's individual claim, and any court with jurisdiction over the parties may enforce the arbitrator's decision.

Opt-Out Instructions. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION, THEN: (1)

you must notify Sony in writing within 30 days of your account creation in the Portal; (2) your written notification must be mailed to Sony Electronics Inc., 16535 Via Esprillo, MZ 1105, San Diego CA 92127, Attn: Legal Department; AND (3) your written notification must include (a) your NAME, (b) your ADDRESS, (c) the DATE you created an account in the Portal, and (d) a clear statement that "YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ELECTRONICS ENTITY THROUGH ARBITRATION AND/OR BE BOUND BY THE CLASS ACTION WAIVER."

Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty accompany any Sony product in any way, and the benefits of the Limited Warranty will continue to be in place.

The Program described herein is provided by Sony of Canada ULC.

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