



## **TERMS AND CONDITIONS FOR THE PROMOTION: 3 MONTHS ACCESS TO TOMPLAY PREMIUM**

### **ARTICLE 1 - THE PROMOTER**

- 1.1. The promoter is Yamaha Canada Music Ltd. 135 Milner Ave. Toronto, ON M1S3R1.
- 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 - THE PARTICIPANT**

- 2.1 This Promotion is only open to private customers in Canada. 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 Qualified Product during the Promotion 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 - QUALIFIED PRODUCTS**

To take part in the promotion Participants must purchase one of the following qualifying products during the Promotion period:

Woodwind instruments: piccolos, flutes, clarinets, saxophones, oboes, bassoons, digital saxophone.

Brass instruments: trumpets, cornets, flugel horns, trombones, French horns, alto horns, euphoniums, baritones, tubas, marching brass.

String instruments: violins, violas, cellos, electric violins, SILENT Violin, SILENT Cello, SILENT Viola, SILENT Bass.

### **ARTICLE 4 - HOW TO PARTICIPATE**

- 4.1 The Promotion is open to Participants who purchase a qualified product. To be eligible for the Promotion, the Participant must purchase the Qualified Product in Canada at an authorized Yamaha dealer. The Qualified Product must be purchased within the Promotion period.
- 4.2 Promotion period: The promotion campaign will continue until further notice.
- 4.3 The date of purchase shall be the invoice date of the purchase receipt, or in the case of orders placed online; the order date confirmed by the dealer.
- 4.4 The Promotion is not available on any second hand, refurbished, or reconditioned stock.
- 4.5 Each Participant can claim up to a maximum of one (1) offer.
- 4.6 The Participant is required to register the Qualified Product in their Yamaha Music ID Account here: [https://ca.yamaha.com/en/support/about\\_account\\_registration/?modal=my\\_page\\_product](https://ca.yamaha.com/en/support/about_account_registration/?modal=my_page_product) If the participant does not yet have a Yamaha Music ID Account, they must first create a Yamaha Music ID Account in order to register the Qualified Purchase. Qualified Product registration must be received no later than 6 (six) months from the date of purchase ("Registration period"). For



participation in the Promotion, Participants will be asked to provide all necessary fields required for registration.

4.7 Upon successful registration, a unique Tomplay Voucher Code ("Code") will be applied to the Qualified Product Registration record in the Yamaha Music ID Account. The Code will be valid for three months of Premium access to Tomplay. At the end of the 3-month period, if the Participant does not choose to upgrade their membership, their membership will automatically revert to the free Basic membership, with limited access to Tomplay content.

4.8 To redeem the Code, the Participant will need to sign up with an account at <https://www.tomplay.com> and enter the Tomplay Voucher Code. Internet access and a suitable computer/Laptop (PC/MAC), iOS devices (iPhone, iPad) or Android based tablet devices (not supplied) is required to use this offer. 4.9 The DAC must be activated within 6 months of the date when your Qualified Product was registered. Promotional codes not redeemed within 1 year of receipt will expire.

4.10 Each DAC can be redeemed only once. The DAC cannot be exchanged for cash.

4.11 In the event that the Participant returns the Qualified Product to the seller, the Participant will not be entitled to claim the DAC and any claim will thereafter be 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 as mentioned under 4.6 which is stored and processed by Yamaha for the purpose of administering this Promotion. This may include some transmission of data between Yamaha and Tomplay for purposes of carrying out this Promotion. You can object to the use of your personal data at any time by notifying [privacy@yamaha.ca](mailto:privacy@yamaha.ca)

#### **ARTICLE 6 - DISCLAIMER**

6.1 No responsibility will be accepted for claims or DAC lost, delayed or for those claims not received by the closing date.

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 regard to this Promotion.

6.5 Yamaha shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure (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 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 Qualified Product and come under the exclusive jurisdiction of the competent courts of that country.

**ARTICLE 8 – LANGUAGE**

These terms have been executed in English and French and each of the Participants warrant that they have reviewed these terms and have sufficient knowledge of the applicable language to fully understand their respective rights and obligations under these terms.