Terms and Conditions of Participation

1. Eligibility

Carl Zeiss AG is conducting a photo cashback promotion from May 1, 2023, to July 31, 2023 ("promotion period"). Participants in the cashback promotion will receive a rebate in the form of cash back via bank transfer after purchasing an eligible ZEISS product from the Batis, Otus, Milvus, or Loxia product categories from a participating official ZEISS dealer during the promotional period, provided that they have fully satisfied the eligibility requirements below.

Only individual consumers (in Germany, as defined in section 13 of the German Civil Code (BGB)) over the age of 18 who have purchased an eligible ZEISS product from a retail outlet or from the retail outlet's online platform in one of the participating countries are eligible to participate in the promotion. Employees of Carl Zeiss AG and TechProtect GmbH as well as other employees of the companies involved in organizing and carrying out the promotion and their relatives are not eligible to participate.

A list of the ZEISS products included in the promotion as well as the respective cashback values can be found here:

Batis
Otus
Milvus
Loxia

It is only possible to exchange a binocular for a binocular, a riflescope for a riflescope and a thermal imaging device for a thermal imaging device.

The purchase of used, refurbished or defective equipment is excluded from the payment of a cashback amount. In case of doubt, participants are responsible for proving that their cashback product is not excluded from the promotion.

The promotion is being carried out in following countries: Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Spain, Sweden, Switzerland, United Kingdom.

Participation in this promotion cannot be combined with other promotions. Each product, i.e., each serial number, is eligible to participate in the cashback promotion once.

2. Participation in the cashback promotion

Participants who are eligible under section 1 of these Terms and Conditions must adhere to the following steps in order to participate in the promotion:

1.In order to participate in the cashback promotion, the participant must have first correctly submitted a claim online at cashback.zeiss.com by no later than August 19, 2023, after purchasing an eligible ZEISS product during the promotion period. This process involves the participant providing details of the product purchased and their personal details, as well as uploading a copy of the proof of purchase. An invoice or receipt is considered proof of purchase; submitting an order confirmation is not sufficient. The proof of purchase must contain the following information: product name, retailer details, unit price, total amount, discounts granted and the date of purchase. The participant will receive a confirmation by email as soon as their claim has been received.

If a participant's claim is incomplete or the uploaded document does not satisfy the eligibility requirements, the participant will be notified by email to this effect and will be given the opportunity to submit the missing information or a suitable document by email within seven (7) calendar days of the notification email being sent. If the participant still does not fulfill the eligibility requirements, the participant will not be able to participate in the cashback promotion and their claim will not be approved.

- 2. After successfully verifying all of the information submitted, the participant will receive an email confirmation.
- 3. The cashback amount will only be paid out if the participant has truthfully and fully provided all of the information required to process the claim and all of the necessary documents. The cashback amount will be paid out within 30 calendar days from the successful verification of the claim by transfer to the participant's bank account specified during registration. Payment can only be made to bank accounts located in the country where the purchase and participation in the cashback promotion took place.
- 4. The participant will not be eligible to receive payment if any of the following is true:
- a) They did not purchase an eligible product;
- b) They did not submit a cashback claim;
- c) They did not provide the documents necessary to process the claim;
- d) They did not submit the claim before the specified deadline;
- e) They did not purchase the eligible product at a retailer in one of the participating countries;
- f) They did not submit a valid proof of purchase;
- g) The information they provided was incomplete or incorrect;
- h) They cancelled the purchase contract for the product (via withdrawal, rescission, etc.)

In addition, the participant is not eligible to receive payment if there is reasonable suspicion that they used unauthorized aids (e.g., bots or automated scripts) to participate in the promotion or otherwise attempted to gain an advantage for themselves or third parties by manipulating or misrepresenting facts or otherwise negatively influencing the promotion or in violation of these Terms and Conditions of Participation. The same applies to individuals who publish purchase receipts or sell them commercially, for example via online platforms. In the event of a justified exclusion from the promotion, any claims by the excluded participant will be forfeited, even if the payout has already been confirmed or carried out. Carl Zeiss AG reserves the right to request the original purchase receipt or additional receipts by postal mail in the event of suspected unauthorized participation or for quality assurance reasons. In this case, the participant is responsible for covering the shipping and handling costs to send in the documents.

3. General Legal Provisions

All decisions are final and there is no legal recourse. The cashback promotion is governed by and construed exclusively in accordance with the laws of the Federal Republic of Germany. Carl Zeiss AG reserves the right to cancel or modify the cashback promotion at any time.

The participant will only receive payment if they fulfill these Terms and Conditions. By submitting a cashback claim, the participant agrees to be bound by these Terms and Conditions.

This cashback promotion does not have any effect on the buyer's statutory rights.

By accepting these Terms and Conditions, the participant affirms that they are the owner of the product and that the property is not subject to any claims by third parties (e.g., retention of title).

Carl Zeiss AG and TechProtect GmbH assume no liability for lost, delayed, damaged, or misdirected cashback claims except in cases of gross negligence or intentional acts. Carl Zeiss AG and TechProtect GmbH assume no responsibility or liability for technical errors or hardware, software, server, website, or other errors or failures of any kind.

The cashback amount includes all applicable taxes. In the event that payment of the cashback amount can be considered a taxable gain, any potential tax liability and obligation rests with the recipient.

Should individual provisions of these Terms and Conditions be invalid or contain omissions, this will not affect the validity of the remaining provisions.

Copies of these Terms and Conditions are available on the promotion website and may be obtained free of charge by email from the address provided at the end of these Terms and Conditions.

The following contact details apply to this promotion:

Email: zeiss-photo-cashback@techprotect.de

Website: cashback.zeiss.com