#### Sony Electronics Inc. Summer 2025 Cashback Offer Terms and Conditions

The Program is being offered by Sony Electronics Inc. ("Sony") to consumers who purchase eligible Sony products from Sony Authorized Dealers and register the product as set forth herein. By participating in the Program, you acknowledge and agree to be legally bound by the following terms, in addition to any other terms governing the Program websites <u>http://sony.imagingreg.com/US</u> and <u>http://rebate.eur.electronics.sony.com</u>, including the <u>Website Terms of Use</u>, <u>Privacy</u> <u>Policy</u>, Sony Electronics' Notice of Financial Incentive/Loyalty Program and:

#### ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND SONY ELECTRONICS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

(Collectively, "Terms and Conditions").

## A. Rebate Eligibility:

- 1. Eligible product must be purchased between June 30, 2025 and September 30, 2025 ("Eligible Purchase Period").
- 2. Each rebate request ("Claim") must be submitted online via <u>http://sony.imagingreg.com/US</u> or <u>http://rebate.eur.electronics.sony.com</u> ("Portal") **no later than October 31, 2025**.
- 3. Every Claim must contain:
  - a. Serial number of eligible products.
  - b. A copy of the purchase receipt for the Sony product that includes the Sony Authorized Retailer's name and address, the purchase date, and purchased model(s).

B. The method of payment for approved rebate Claims is a single-load Prepaid Visa card, subject to the card issuer terms and conditions, to be delivered via U.S. mail. Funds may expire. **Read the terms and conditions governing the card.** 

C. After each rebate Claim submission, approval, rejection and/or processing of payment, you will receive an email from **ConsumerRebatesHQ@rebatesupport.com**. Please continuously check your spam/junk folder. You may use the confirmation code provided in the email to review the status of your Rebate Claim in the Portal.

D. Fulfillment of the rebate will be 6-8 weeks from timely receipt of complete confirming documents.

E. Only new (factory fresh), in-the-box Sony product purchases are eligible for the Program. Open box or refurbished products are not eligible for the Program and will be denied.

F. Products purchased under the Program must be for personal use only, not for resale, and must be kept in the participant's possession for a period of at least twelve (12) months from date of purchase.

G. Sony distributors, retailers and their employees may not participate in this offer.

H. Internet required for redemption (if you claim by mobile phone, message and data rates may apply). Mail in claims are prohibited. Sales invoice must be dated during the Eligible Purchase Period. The claim redemption must be submitted no later than October 31, 2025. Void where prohibited by law. Returns of any portion of the Eligible Product purchase will require equal forfeiture of offer or amount equal to offer. This offer does not apply to previous purchases, applicable taxes, nor shipping and handling. Failure to adhere to the Terms and Conditions may result in disqualification from the Program and ineligibility, nullification and cancellation of the rebate offer and any Claim. Product models and/or categories may be added, changed or removed from the Program at any time.

I. Without further demand or notice, participant acknowledges and agrees that participant shall promptly (and within 30 days) repay or refund to Sony any payment issued to participant in connection with any Claim that is determined to be fraudulent, inaccurate or invalid for any reason. All determinations by Sony shall be final and unappealable.

J. Sony reserves the right to audit any Claims by contacting the Sony Authorized Retailer/Dealer and Sony may nullify any Claims that cannot be substantiated.

K. All Claim information submitted in the Portal, or otherwise provided to Sony, becomes the property of Sony.

L. In the event of any discrepancy or inconsistency between these Terms and Conditions and any statements contained in any Program related 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.

M. You agree to waive any and all claims of liability and hereby, release, indemnify and hold harmless Sony Electronics Inc., its parent, subsidiaries, and affiliates and their shareholders, directors, officers, agents and employees, 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.

N. 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.

O. All brand names are the marks and property of Sony and are used with permission.

#### P. 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.

#### Q. Limitation of Liability.

NEITHER SONY, NOR ITS 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.

#### R. 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.

#### S. 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.

#### T. 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 the State of Delaware, United States of America, without reference to its conflicts of law rules.

# $\cup.$ 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 where you live, and applicable federal 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 the United States, but subsequently live outside of the United States, 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 Electronics Inc. The Program and Portal is administered by a third-party service provider at <a href="https://rebate.channel.electronics.sony.com">https://rebate.channel.electronics.sony.com</a>.

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