

## Terms of Sony Imaging PRO Support Service

Effective date: 8 April 2019

Sony Europe B.V. (hereinafter referred to as “**SONY**”) shall provide “Sony Imaging PRO Support” services (hereinafter referred to as “**Services**”) for professional photographers in accordance with the terms and conditions set forth below (hereinafter referred to as “**Terms**”). All customers who apply to receive the Services should read these Terms thoroughly. By applying for and/or using the Services you agree to these Terms.

### **Article 1 (Definitions)**

For the purpose of these Terms, the words and phrases set forth below shall have the respective meanings defined in this Article:

“Applicant”: An individual who submits an application to SONY to receive the Services.

“Application Documents”: All the documents set forth below that the Applicant must submit to SONY in order to apply for the Services:

- (i) An application form designated by SONY with all the necessary information filled out by the Applicant;
- (ii) Recent customer invoices (customer details can be deleted) and at least one other document which establishes that the Applicant works as a professional photographer (e.g. business registration document, company statement and employee ID, business card, or similar);
- (iii) At least two (2) examples of the Applicant’s professional photo works, e.g. photo books, photo works on a commercial website with evidence that the photo was taken by the Applicant, or similar); and
- (iv) Any other documents that SONY may request, in order to confirm the Applicant’s identity and/or entitlement to receive the Services.

“Member”:	An Applicant who successfully passes the Preliminary Screening and who is granted membership by SONY in accordance with Article 6 below.
“Preliminary Screening”:	An examination of the contents of the Application Documents to determine whether the Applicant satisfies the qualification criteria set out in Article 3 (Qualification Criteria).
“Sony Group”:	Sony Corporation, the parent company of SONY, and its subsidiaries (including SONY) and affiliated companies.
“Target Equipment”:	As defined in Article 2.2 hereunder.
“Website”:	The Sony Imaging Pro Support website operated by SONY dedicated to the Services (Article 2 hereunder), with the following country sites:

- [www.sony.de/imaging-pro-support](http://www.sony.de/imaging-pro-support)
- [www.sony.at/imaging-pro-support](http://www.sony.at/imaging-pro-support)
- [www.sony.ch/fr/imaging-pro-support](http://www.sony.ch/fr/imaging-pro-support)
- [www.sony.ch/de/imaging-pro-support](http://www.sony.ch/de/imaging-pro-support)
- [www.sony.co.uk/imaging-pro-support](http://www.sony.co.uk/imaging-pro-support)
- [www.sony.nl/imaging-pro-support](http://www.sony.nl/imaging-pro-support)
- [www.sony.dk/imaging-pro-support](http://www.sony.dk/imaging-pro-support)
- [www.sony.fi/imaging-pro-support](http://www.sony.fi/imaging-pro-support)
- [www.sony.no/imaging-pro-support](http://www.sony.no/imaging-pro-support)
- [www.sony.se/imaging-pro-support](http://www.sony.se/imaging-pro-support)
- [www.sony.fr/imaging-pro-support](http://www.sony.fr/imaging-pro-support)
- [www.sony.be/fr/imaging-pro-support](http://www.sony.be/fr/imaging-pro-support)
- [www.sony.it/imaging-pro-support](http://www.sony.it/imaging-pro-support)
- [www.sony.es/imaging-pro-support](http://www.sony.es/imaging-pro-support)
- [www.sony.pt/imaging-pro-support](http://www.sony.pt/imaging-pro-support)

## Article 2 (Services)

1. The Services shall consist of the services as listed below. The details of the Services and the conditions for providing such Services are set forth in Articles 8 to 10 below and on the

Website:

- (1) Sensor cleaning service;
  - (2) Loan service of substitute equipment;
  - (3) Access to a direct telephone support number; and
  - (4) Other services as may be separately determined and communicated by SONY.
2. The equipment which qualifies for the above Services (hereinafter referred to as “**Target Equipment**”) is listed on the Website. Target Equipment must have been purchased from an authorized Sony dealer in the European Economic Area (hereinafter referred to as “**EEA**”) or Switzerland. Any products imported from outside the EEA/Switzerland are excluded. The Services shall only be provided in respect of Target Equipment owned by the Member which has been detailed in the application form or subsequently registered with SONY by the Member.
3. The scope of the Services offered and the list of Target Equipment are subject to change.
4. These terms do not in any way affect, modify or extend the terms of the SONY commercial warranty provided for the Target Equipment or any extended warranty or “Repair Service Contract” acquired by the Member. These Terms do not affect the Member’s statutory legal rights.

### Article 3 (Qualification Criteria)

In order to qualify for the Services, Applicants must fulfil each of the following conditions (in addition to successfully passing the Preliminary Screening):

- (1) Be aged 18 or older;
- (2) Earn a living as a professional photographer by being commissioned to take photographs and/or by selling photographs taken by himself/herself (including processed works), provided however, assistants to professional photographers, part-timers and students are not qualified to apply;
- (3) Own at least two (2) cameras and three (3) lenses included in the list of Target Equipment;  
and

- (4) Be an individual residing in the United Kingdom, Germany, Austria, Switzerland, the Netherlands, Denmark, Sweden, Finland, Norway, Italy, France, Belgium, Spain or Portugal.

#### Article 4 (Application and Preliminary Screening)

1. An Applicant who meets all the qualifications as set forth in the foregoing Article may, at any time, apply for the Services by submitting the Application Documents to SONY in accordance with the process set out on the Website. The costs of submitting the Application Documents to SONY (if any) shall be borne by the Applicant. SONY shall not be liable for any loss or damages to the Application Documents during delivery, unless they are directly caused by the fault of SONY. Please note that Application Documents will not be returned to the Applicant, with the exception of photo works under section (iii) of the definition of Application Documents, which may be returned upon request if the Applicant agrees to pay the costs incurred by SONY for return.
2. Upon receipt of the Application Documents, SONY shall perform the Preliminary Screening in order to assess the Applicant's eligibility to use the Services. Sony will not be liable for any delays in completing the Preliminary Screening assessment.
3. The decision of whether to accept Applicant's application will be at SONY's sole discretion; SONY shall not be obliged to give any information regarding the reasons for pass or fail of the Preliminary Screening. However, please note that applications may be rejected in the following events (this list is not exhaustive):
  - (1) the contents of the Application Documents are found to be untrue or the information cannot be verified;
  - (2) there is a default in the name of the Applicant against a member of the Sony Group (e.g. delay in payment for products or services or delay in return of rented equipment or trial equipment);
  - (3) the products in respect of which the application is made have been imported from outside the EEA or Switzerland.

#### Article 5 (Charges)

The Services are provided to Members free of charge (save as expressly provided otherwise in these Terms). However, Sony reserves the right to introduce a membership fee for such Services in future. In the event that Sony introduces a membership fee, existing Members who do not agree to pay the fee shall have the right to instead terminate their membership with effect from the introduction of such fee by giving written notice (including by email) to Sony.

#### Article 6 (Membership)

1. Upon successful completion of the Preliminary Screening process, SONY will grant membership for the Services to the successful Applicant (hereinafter referred to as “**Member**”).
2. SONY will issue to the Member a membership card and membership number. The Member shall strictly maintain and secure membership card and the membership number and ensure they are kept private and not accessed or used by any third party.
3. The Member shall not reproduce, copy, alter, assign or lend to a third party, nor otherwise dispose of the membership card and membership number, and shall not allow a third party to dispose of the membership card and membership number in the same manner.
4. The initial term of membership shall be the period of one year commencing upon the successful completion of the Preliminary Screening, such date to be communicated by SONY (hereinafter referred to as “**Membership Term**”). Thereafter, the Membership Term shall be extended on a year-by-year basis, subject to Article 6.5 below, unless the Member gives a notice of its intention to terminate the Services in accordance with Article 18 below.
5. Prior to extension of the Membership Term set forth above, SONY may perform an update screening of the Member to check that the Member still satisfies the qualifying conditions detailed in these Terms and on the Website.

#### Article 7 (Use of Services)

1. In the event that the Member needs to use any of the Services below offered by Sony, the Member should refer to the Website which sets out details of the correct procedures to follow.

2. The Services provided under these Terms are entirely separate to any extended warranty or similar protection plans offered by third party retail stores. Any rights a Member has under such third party extended warranties or protection plans must be invoked against the relevant retailer. Some of the Services, such as the loan of Substitute Equipment (under Article 9 below), will only be available to the extent the original Target Equipment is repaired within the SONY repair services network.

#### Article 8 (Sensor Cleaning Service)

1. Members are entitled to a complimentary sensor cleaning service for an item included in the list of Target Equipment up to two times per membership year (being the initial Membership Term or any subsequent annual renewal period), e.g. cleaning of either one item twice a year or two items within one request once a year.
2. Target Equipment shall be returned to the Member free of charge, provided the address is within the territory of the European Union. SONY will make efforts to return Target Equipment to an address outside the European Union (such as Norway or Switzerland) if requested, but in such event the Member may be required to pay the transport costs if correct documentation is not completed by the Member.
3. If the Member requires additional cleaning services, these will be subject to charges. To request such Services, the Member should contact SONY by phone or email to obtain a cost estimate.
4. The loan service of Substitute Equipment (as defined in Article 9 below) is not available in respect of Target Equipment sent to SONY for the sensor cleaning service.

#### Article 9 (Loan Service of Substitute Equipment)

1. SONY shall offer to Members the loan of substitute equipment (hereinafter referred to as “**Substitute Equipment**”) when the Member applies to SONY for the repair of Target Equipment in accordance with the procedures laid down by SONY, and on the condition that SONY determines that such Target Equipment needs to be repaired (hereinafter referred to as “**Repair Target Equipment**”).

2. The service is not available in respect of Target Equipment sent for repair outside the SONY repair services network or in respect of Target Equipment which has been sent in for the sensor cleaning service.
3. SONY may, at its own discretion, determine the type of Substitute Equipment to be provided which has equivalent specifications and functions to Repair Target Equipment. Substitute Equipment may not be the same type of the equipment requested by the Member.
4. Substitute Equipment is subject to availability. Whilst SONY will try to provide Substitute Equipment in accordance with Members' needs where possible, SONY may not be able to provide the Substitute Equipment on the date requested by the Member.
5. Substitute Equipment shall be delivered free of charge to the address requested by the Member, provided such address is within the territory of the European Union. SONY will make efforts to deliver Substitute Equipment to an address outside the European Union (such as Norway or Switzerland) if requested, but in such event the Member will be required to pay the transport costs.
6. The Member shall exercise an appropriate duty of care to look after and maintain the Substitute Equipment and return it in the same condition as it was supplied. Member shall bear all risk for any damage, loss or theft that occurs to the Substitute Equipment during the loan period until returned to SONY (including in the course of delivery back to SONY if Member does not arrange collection by SONY). Members are advised to ensure they have appropriate insurance in place.
7. The Substitute Equipment remains the property of SONY and the Member shall not assign, lease nor resell to a third party, nor otherwise dispose of the Substitute Equipment, and shall not allow a third party to dispose of the Substitute Equipment in the same manner.
8. The loan period shall commence on the date the Substitute Equipment is delivered to the Member and will continue for the period of time it takes for SONY to repair (where possible) and return the Repair Target Equipment to the Member, plus an additional 5 days. Within 5 days of receipt of returned Repair Target Equipment from SONY due to completion of repair, inability to repair or for any other reason, the Member shall return the Substitute Equipment in accordance with the procedures set out on the Website, at no

additional cost. SONY shall be entitled to request the Member to return the Substitute Equipment at any point in time during the repair process, regardless of the state and outcome of said repair. In such case, the Member must return the Substitute Equipment within 5 days after receiving the return request from SONY.

9. Target Equipment shall be returned to the Member free of charge, provided the address is within the territory of the European Union. SONY will make efforts to return Target Equipment to an address outside the European Union (such as Norway or Switzerland) if requested, but in such event the Member may be required to pay the transport costs if correct documentation is not completed by the Member.
10. The Member shall return the Substitute Equipment after formatting in accordance with the procedure manual included with the Substitute Equipment. Sony shall not be liable for any loss or corruption of still images, video images, or any other information still recorded on the Substitute Equipment when returned.
11. The Member shall remove all additional equipment attached by the Member to the Substitute Equipment, including lens, accessories and recording media (hereinafter referred to as “**Additional Equipment**”) before returning the Substitute Equipment. In the event that there is any Additional Equipment remaining on the Substitute Equipment upon its return, SONY shall not be required to keep, return or be liable in any form whatsoever for such Additional Equipment.
12. Substitute Equipment must be returned in good condition, reasonable wear and tear excluded. The Member may be required to reimburse SONY for the costs of any repair of the Substitute Equipment, or the costs of procuring Substitute Equipment, necessitated by the loss of or damage to the Substitute Equipment during the loan period, including any damage caused by the packaging of the Substitute Equipment for its return to SONY.
13. In the event that the Substitute Equipment is not returned when due at the end of the loan period, or otherwise whenever requested by SONY, SONY may invoice the Member for the costs of procuring replacement equipment. In such case, the Member shall make payment of such amount within 30 (thirty) days of receipt of the invoice.
14. SONY makes no warranty of any kind, express or implied, relating to the use or performance of the Substitute Equipment.



Article 10 (Dedicated telephone support number)

A telephone support number displayed on the back of a membership card shall be available to Members Monday – Friday (09:00-18:00 CET). Members can use this number to request Services or make other enquiries relating to the Services. Members will be required to provide their membership number.

Article 11 (Membership Card)

1. Members shall keep their membership card at a safe location. Membership cards contain Members' membership number which is needed to provide when making a request for Services (SONY may refuse to offer Services if Members cannot provide their membership number).
2. In the event that the name of the Member changes for any reason (e.g. marriage), the Member shall notify SONY (see Website for contact details). SONY shall issue a new Membership Card free of charge. Members will be required to return their original membership card.
3. In the event that the Membership Card is lost, stolen or damaged, the Member shall notify SONY (see Website for contact details). Members may be required to pay a handling charge for issuing a replacement membership card.

Article 12 (Straps)

In the event that SONY provides to the Member a strap for exclusive use by Members only (hereinafter referred to as “**Strap**”), the Member shall not sell nor lease to a third party, resell nor otherwise dispose of the Strap, and shall not allow a third party to dispose of the Strap in the same manner.

Article 13 (Notice Obligations)

If any of the events set forth below occurs, the Member shall immediately notify SONY:

- (1) There is any change in address, contact information, Target Equipment or any other

information provided by the Member to SONY in relation to the Services;

- (2) Any of the qualifications as set forth in Article 3 (Qualification Criteria) fail or cease to be fulfilled;
- (3) The Membership Number is leaked to a third party or an improper use by a third party is discovered; or
- (4) Any of the prohibited acts as set forth in Article 17 (Prohibited Acts) hereunder occurs.

#### Article 14 (Suspension of Services)

1. Sony will try to ensure uninterrupted availability of the Services, however SONY may need to temporarily suspend all or a part of the Services without prior notice to Members (for example for emergency maintenance).
2. SONY shall not be liable for any loss or damages incurred by the Member arising from the suspension of the Services.

#### Article 15 (Liability)

1. SONY makes no warranties (express or implied) relating to the Services other than those expressly set out herein. SONY shall not be liable for any economic or intangible losses, including loss of: profits, revenue, data, enjoyment or use of Target Equipment or Substitute Equipment or any associated products, unless the latter is caused intentionally or with gross negligence by SONY or by violating essential contractual obligations by SONY (including legal representatives of SONY) or is subject to mandatory legislation. SONY shall not be liable for any indirect, incidental or consequential loss or damage, save where they result from intent or gross negligence of SONY or the violation of essential contractual obligations or is subject to mandatory legislation. Nothing in this Article shall act to exclude any liability of SONY for damages caused to life, body or health of a Member.
2. SONY shall not be liable for any loss or damages incurred by the Member as a result of inappropriate maintenance or use of the Membership Card and Membership Number.

#### Article 16 (Personal Information)

SONY and its subsidiaries shall handle all personal information provided in the course of application for and use of the Services (hereinafter referred to as “**Personal Information**”) in accordance with SONY’s privacy policy available at:

[http://www.sony.co.uk/eu/pages/privacy/en\\_GB/privacy\\_overview.html](http://www.sony.co.uk/eu/pages/privacy/en_GB/privacy_overview.html)

#### Article 17 (Prohibited Acts)

The Member shall not engage in any of the following acts in the course of application or use of the Services:

- (1) Providing SONY with false or inaccurate information;
- (2) Using the Services for the purpose of business operation, commercial gain, provision or preparation of additional value services to a third party regardless of whether such activities are undertaken for payment or free of charge;
- (3) Committing defamation or any other act causing damages to assets, reputation or credibility of the Sony Group or a third party;
- (4) Infringing copyrights, publicity rights, privacy rights or any other rights of the Sony Group or a third party;
- (5) Fraudulently acquiring and/or using the Membership Card and Membership Number, or allowing a third party to use the same, or any other fraudulent use of the Services;
- (6) Interfering with SONY’s offering of the Services by making excessively frequent inquiries;
- (7) Unlawfully retaining Substitute Equipment at the end of the loan period;
- (8) Using the Target Equipment or Substitute Equipment for any purpose other than photography or related activity;
- (9) Soliciting of or assisting with any of the acts above by a third party.

Article 18 (Termination by Member)

1. A Member may terminate the membership at any time by sending written notice to SONY (including by email).
2. A Member may also terminate the membership in accordance with Article 5 (Charges) above.

Article 19 (Termination by SONY)

1. SONY shall, at its own discretion, have the right to stop providing all or part of the Services to the Member and/or to terminate the membership immediately by sending written notice to Member (including by email) in the event that any one of the qualifications set forth in Article 3 (Qualification Criteria) are no longer satisfied, or if the Member is otherwise in breach of these Terms.
2. SONY shall additionally have the right to terminate all or a part of the Services for any reason upon 2 (two) months' prior written notice (including by email) to the Member.

Article 20 (Consequences of Termination)

1. In the event that the membership is terminated in accordance with these Terms, the Member shall promptly return to SONY the Membership Card, the Strap and any unreturned Substitute Equipment at Member's own expense.
2. In the event that the membership is terminated in accordance with these Terms, the Member shall promptly make payment of any amounts still due to SONY in a manner to be determined by SONY.

Article 21 (Revision of Terms)

1. SONY may revise the Terms as it deems necessary. SONY will notify Members of any changes to these Terms and the updated Terms shall be uploaded on the Website.
2. In the event that the Member uses the Services after SONY's revision of the Terms, such

use shall be deemed as Member's acceptance of the revised Terms.

Article 22 (No Assignment)

The Member shall not assign the rights regarding to the Services to a third party without SONY's prior written consent.

Article 23 (Use of Third Parties)

SONY shall have the right to have a third party perform all or a part of the obligations necessary to provide the Services. SONY will supervise and be responsible for the activities of such third parties.

Article 24 (Governing Law)

The Terms shall be construed and governed by the laws of England and Wales.

Article 25 (Jurisdiction)

Any dispute between SONY and a Member relating to the Services shall be submitted to the courts of England and Wales.

Article 26 (Contact)

These Services are provided by Sony Europe B.V., incorporated in the Netherlands No. 71682147 and with registered offices at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, United Kingdom.

In the event that Applicant or Member needs to contact SONY in relation to their application or the use of the Services, please use the following contact details:

Email: [JoinPROsupport@eu.sony.com](mailto:JoinPROsupport@eu.sony.com)