

Sony Imaging PRO Support Application

GENERAL INFORMATION

Prefix First Name _____ MI _____ Last Name _____
Company Name _____
Street Address _____ City _____ State _____ ZIP _____
Phone No. _____ Mobile No. _____ E-mail _____

SHIPPING ADDRESS Same as above

Street Address _____ City _____ State _____ ZIP _____

OCCUPATION INFORMATION

What type of image maker are you?

Select your discipline: (Check all if applies) Photographer Videographer / Cinema

Select your professional status: Freelance Owner Staff

Select Primary Industry/Media

Select Primary Specialty

Company Website: _____

Tell us about your photography:

What Sony products do you own?

Please read and electronic sign

BY ELECTRONICALLY SIGNING YOU AGREE TO THE TERMS & CONDITIONS AND THAT THE INFORMATION NOTED ABOVE IS ACCURATE.

Please save the PDF email it to JoinPROsupport@am.sony.com. We will review your application and if approved, you will receive an invitation to join the program.

E-signature _____ Date _____



**Sony Electronics Inc.'s ("Sony") Imaging PRO Support Program Terms and Conditions
(together with the Program Benefits below, the "Agreement"):**

I am applying for membership in the Sony Imaging PRO Support Program ("PSP" or the "Program") and hereby agree to the following terms and conditions (the "Terms and Conditions") upon Sony's approval of my membership application:

1. Membership Eligibility. Membership to the Program is available only for those individuals: (a) who are legal residents of the 50 United States, or the District of Columbia, (b) who are at least 18 years of age at the time of enrollment, and (c) are approved by Sony. Membership benefits, Loaned Equipment and repair services are available in the 50 United States or the District of Columbia only.

2. Applications for Membership. All applications for membership to the Program are subject to Sony's approval, in its sole discretion, with or without reason. Applicants are not eligible for membership if they have been previously expelled or terminated from the Program, any predecessor to the current Program, or any other similar Sony programs. I hereby represent and warrant that all of the information submitted with my application is true and accurate and that I meet all eligibility requirements required by Sony under this Agreement. In the event that any information submitted with my application is found to be untrue or inaccurate, Sony may, in its sole discretion, terminate my membership to the Program without a refund of any portion of my remaining membership fee.

If accepted into the Program by Sony, Sony will provide the benefits as detailed in Program Benefits set forth below.

3. Term of Membership. Upon approval of my membership by Sony, the initial term of my enrollment in the Program is one (1) year from the date I accept the Terms and Conditions and pay the membership fee. After the initial term, the membership term is one (1) year from the expiration date of the prior term if I renewed prior to the end of my prior term. If I did not renew prior to the end of my term, my membership term will be one (1) year from the date I renew my membership.

4. Account Information. I will keep my Program account information up to date, including my current contact information (mailing address, email address, phone numbers, etc.) so that I will receive any and all notices, if any, that Sony or its Authorized Service providers may need to send me under the Program. If I do not keep my contact information up to date, Sony or its Authorized Service providers are not responsible for notices or other mailings or shipments that are not received.

5. Modifications to the Program. Sony may change, revise, edit or otherwise modify the Program at any time by posting updated Terms and Conditions on the PSP website, or by otherwise notifying me by email, mail, or other delivery means. I acknowledge that I must have Internet access and the required browser software to enable me to access and use the PSP website throughout my membership term. In the event that Sony terminates the Program prior to the expiration of my membership period, there will be no refund of any remaining portion of my membership fee.

6. Termination of Membership. I understand and agree that my failure to adhere to any of these Terms and Conditions or any other features of the Program may result in termination of my membership by Sony. In such event, I will not be entitled to any refund of any remaining portion of my membership fee.

7. Loaned Equipment. All product loans made under the Program are subject to the following:

Repair Facilitation Loan or Evaluation Loan equipment and related accessories (separately "RFL Equipment" or "EL Equipment", and collectively, the "Loaned Equipment") will be available only to members with currently valid memberships that are currently in good standing. I acknowledge that all loan requests will be reviewed by Sony, and that requests are subject to Sony's approval and the available in-stock inventory. I acknowledge and agree that the Loaned Equipment is loaned to me solely for my use in accordance with these Terms and Conditions and other instructions provided to me by Sony. I acknowledge that all Loaned Equipment that is loaned to me is owned by Sony and may not be loaned, sold, encumbered or otherwise transferred by me, or to a third party. I acknowledge that EL Equipment is limited to Sony Alpha interchangeable lens cameras and lenses and should be requested with at least two weeks in advance. Member is eligible to receive EL Equipment once per product for the lifetime of that product regardless of renewal of membership. Product requested under Evaluation loan should not be already owned by the member.

Sony will pay for transporting the Loaned Equipment to the address listed in my PSP contact information, or as otherwise directed by me to Sony in my loan request (provided it is within the 50 United States or District of Columbia). The Repair Facilitation Loan ("RFL") will last for that certain period of time that it takes for Sony or its Authorized Servicer to repair my equipment and ship it back to me, subject to recall rights below. The Evaluation Loan ("EL") will last for two weeks, but may last longer in the event that it takes Sony or its Authorized Servicer a longer period of time to identify any repair issues. UPS or a similar carrier will deliver the Loaned Equipment (provided it is within the 50 United States or District of Columbia), and a prepaid shipping label will be included to return the Loaned Equipment. The individual member will be responsible to drop-off the product(s) with UPS or similar carrier for delivery to Sony.

I acknowledge that Sony reserves the right to recall any item of Loaned Equipment, for any reason, at any time upon notice.

In the event I fail to return the Loaned Equipment when due, Sony may invoice me for Sony's then current **full retail value** for such equipment and I will pay such invoice within thirty (30) days of receipt. Failure to return any Loaned Equipment, and/or pay such invoice may result in the suspension or termination of my membership privileges in the Program, and/or the seeking of legal or equitable relief, in Sony's sole discretion.

I will return the Loaned Equipment as directed by the terms above, in good condition, reasonable wear and tear excluded. I agree to protect the Loaned Equipment against shock, impact, water damage, sand, dirt, other harmful substances which may cause damage to the Loaned Equipment, and other situations and climates that may cause damage to the Loaned Equipment. I will bear all risk of loss or damage to the Loaned Equipment while in my possession and until its receipt by Sony, including any damage caused by improper packaging of the Loaned Equipment for its return to Sony. I agree to reimburse Sony for the cost of any repairs to, or replacement of, the Loaned Equipment necessitated by damage to the Loaned Equipment while on loan, including any damage caused by improper packaging of the Loaned Equipment for its return to Sony.

I will carry "all risk" insurance on all Loaned Equipment loaned to me that has a list value greater than \$3,000 U.S. Dollars. Such insurance shall list Sony Electronics Inc. as a co-insured. I agree to reimburse Sony for any loss, theft, or disappearance of any Loaned Equipment. In the event that Sony is not fully compensated for such loss, theft, or disappearance under the "all risk" insurance policy. I will promptly notify Sony (and forward Sony a copy of any report submitted to the pertinent police department) in the event of loss, theft or disappearance of the Loaned Equipment. I agree to use the Loaned Equipment in accordance with published Sony instructions, whether on the Program website or as otherwise instructed by Sony. Under no circumstances will I perform any maintenance or repair on the Loaned Equipment. I will contact Sony for further instructions in the event that maintenance or repair on the Loaned Equipment is necessary.

I acknowledge and agree that the Loaned Equipment is loaned to me "AS IS". THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT, AND ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SONY SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT OR OTHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE EQUIPMENT.

8. Status of Parties. I acknowledge that Sony makes no warranties or representations of any kind with respect to the prospects for any business relationship between us as a result of this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture or relationship of employment between us.

9. General Terms. This Agreement shall be deemed to have been made and executed in the State of Delaware and any dispute arising hereunder will be resolved in accordance with the laws of the State of Delaware without reference to its conflict of laws principles. This Agreement shall not be amended or otherwise modified except in a writing authorized by Sony (email or website postings being acceptable). In the event any portion of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such term or condition (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will remain in full force and effect. Neither my membership nor this Agreement and the associated membership benefits under the Program may be assigned or otherwise transferred by me, and any attempted assignment or transfer shall be void. Sony's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive Sony's right thereafter to enforce and compel strict compliance with every term and condition hereof. In the event Sony is unable to carry out its material obligations under this Agreement by reason of strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other causes that are beyond the reasonable control of Sony without its fault or negligence (a "Force Majeure" event), Sony will give you notice to as soon as commercially practicable advising you of the Force Majeure event and the reasons for nonperformance pursuant to such event, and make all commercially reasonable efforts to resume performance as soon as possible. Notwithstanding the foregoing, if Sony is unable to resume performance within fifteen (15) calendar days after the Force Majeure event, you may immediately terminate this Agreement by providing written notice to Sony. This Agreement, together with and any other document Sony designates from time to time as part of the Program, constitutes the entire agreement between the parties concerning the subject matter of such documents and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties pertaining to such subject matter.

Program Benefits

Sony Imaging PRO Support Program Eligibility Requirements and Benefits, as provided by Sony Electronics Inc. ("Sony"), herein referred to as the "Program" unless otherwise noted. Updated as of October 29, 2014

Membership Terms and Conditions:

\$100 membership fee per year, plus meeting program eligibility requirements and receipt of an invitation from Sony to join the Program.

Program Eligibility Requirements:

Applicant must be a full-time, self-employed individual, or an employee of a professional imaging business, who plays a direct role in the creation of moving or still images for third parties on a professional basis. Applicant must own no less than two (2) Sony Alpha Full Frame Interchangeable Lens Cameras and three (3) Sony Zeiss and/or G series lenses. Applicant must provide verification of the above requirements, including web page URL and/or description of professional work. Upon application approval, an email invitation will be sent to join the Program.

Sony reserves the right to exclude certain camera/lens models to receive PSP program benefits; the excluded model list will be available at the PSP website.

Membership is subject to the PSP Program Terms and Conditions as well as the general terms and conditions of the Program and other terms that Sony may designate from time to time.

Sony Imaging PRO Support Membership Benefits:

- Welcome kit
- Access to a dedicated direct phone number ("PSP Direct") within the 50 United States and the District of Columbia, available Monday to Sunday 7am to 4pm PT (excluding Sony observed holidays and periods where unavailability is due to circumstances beyond Sony's control).
- 20% discount on repairs for eligible products; restrictions may apply, see discount restrictions below.
- Expedited three (3) business day In-Warranty Turnaround Time on eligible products for repair. Repair Facilitation Loan Equipment may be available upon request if In-Warranty Turnaround Time exceeds three (3) business days, based on availability and upon request (See In-Warranty Turnaround Time under Repair Service Terms and Conditions below for more details).
- Free shipping to/from Sony or its Authorized Service providers will be provided within the 50 United States and the District of Columbia for repairs and cleaning on eligible products.
- Complimentary lens/body cleaning for up to three (3) times per membership year, each time for up to two (2) eligible products. Additional lens/body cleanings will be charged at prices available on the Program website.

REPAIR SERVICE TERMS AND CONDITIONS (for eligible products only):

1. Warranty and Out of Warranty Repair Service

- a) Warranty repair service will be performed in accordance with the Limited Warranty packaged with the eligible products. These Membership terms and conditions may confer greater benefits on you than the Limited Warranty for the eligible products; however, these Membership terms and conditions shall not be construed as a modification, extension or enhancement of that Limited Warranty under any circumstances.
- b) For out of warranty repair service, a repair estimate will be provided to you for your approval before any repairs are performed unless you pre-approve a specified dollar amount (see section 2, below). Repair estimates will be provided via email or thru the member profile portal on the Program website. If you do not reply to this repair estimate within thirty (30) days of Sony's receipt of the product, the product will be returned to you unrepaid.
- c) An eligible product which is submitted for warranty service without proof of warranty eligibility is not be eligible for three (3) business day In-Warranty Turnaround Time (defined below). Service on these products will be treated as an out of warranty repair.

2. Repair Service

- a) Repair service can be obtained by calling the PSP Direct phone number or using the PSP member profile link contained in the Program website. Additional contact information for repair service can also be found on the Program website.
- b) Should the repair require more than the pre-approved dollar amount, an estimate of the repair will be sent for your approval before any work is performed. In these cases, In-Warranty Turnaround Time (defined below) begins on the date you approve the repair estimate (and not the original day of shipping). If we cannot reach you within thirty (30) days, the product will be returned to you unrepaid.

3. Repair Turnaround Time

- a) For in-warranty repairs, Sony will repair the product that is deemed by Sony, in its reasonable discretion, to be covered by the limited warranty, and provide the repaired product to a shipping service by the third business day following warranty eligibility validation, subject to the terms below ("In-Warranty Turnaround Time"). Proof or purchase is required to establish In-Warranty repair service. Please note that in-warranty Turnaround Time does not mean that you will receive your repaired product within three (3) business days. For out of warranty repairs, the three (3) business day period will run from the date of Sony's acceptance of your payment for the approved repair.
- b) If more than three (3) pieces are sent for repair at one time, In-Warranty Turnaround Time for all pieces may be longer than three (3) business days.
- c) In-Warranty Turnaround Time is subject to availability of parts.

- d) In the event that Sony cannot meet the three (3) day In-Warranty Turnaround Time, Sony shall provide members with RFL Equipment at the member's request, using equipment that is comparable, in Sony's discretion to the member's equipment being repaired. Notwithstanding the preceding sentence, RFL Equipment is subject to availability.
- e) If Sony does not, within the In-Warranty Turnaround Time (i) repair and provide the product to a shipping service, or (ii) provide RFL Equipment to a shipping service within the In-Warranty Turnaround Time, subject to the exclusions set forth above, your sole and exclusive remedy will be the reimbursement of the membership fee.

4. Shipment

- a) Sony reserves the right to choose any carrier to ship your product to/from Sony or its Authorized Service providers; as well as the shipping service selected. All products sent to Sony should be packaged securely. You assume all responsibility for products shipped to Sony including, without limitation, and liability for damage during shipping.
- b) A correct street address or P.O. Box within the 50 United States or District of Columbia must be supplied for return shipment. The default shipping service for in/from Sony or Authorized Service providers is ground or 2nd day For out-of-warranty repairs next day shipping service is available at a fee. The shipping is at no cost to you based on the default shipping services provided for the program. Please note that next business day delivery may not be available in all areas.
- c) All repairs will be returned signature required, it is your responsibility to have someone available to receive returned product otherwise carrier may no deliver it.

5. Repair Discount

- a) The twenty percent (20%) discount will be applied to Sony or its Authorized Service providers standard price of parts and labor for any out of warranty repair for products Eligible for the program; and performed by a Sony Factory or Authorized Service Center on your eligible product that is deemed by Sony, in its reasonable discretion, to be repairable.

Camera Maintenance Service:

Inspect & clean image sensor*
Inspect & clean Mirror*
Inspect & clean Focus screen*
Inspect & clean Viewfi
Inspect & clean external camera body
Inspect & clean external lens
Inspect & clean external lens optics*
Inspect & clean external lens body
Inspect & clean external lens barrel*
Check manual & auto focus
Verify white balance
Verify steady shot
Inspect all ports
Perform firmware update*
Overall camera & lens inspection

*applicable to limited models

6. Additional Restrictions and Exemptions

- a)The program benefits apply to Sony Alpha interchangeable lens cameras and lenses
- b) The following products are not eligible for benefits under this Program:
- Products that have been modified, other than by Sony Factory Service Center Technicians.
 - Refurbished products, unless such products have been refurbished by Sony.
 - Products sent in by a third-party or dealer.
 - Counterfeit Products.
 - Products that are not listed on the PSP repair list on the PSP website.
- c) Members must provide a valid shipping address for the return of an eligible product within the 50 United States and the District of Columbia.
- d) Priority Telephone Support: Sony will make available, via telephone, dedicated technical support to assist PSP members with service and support issues. This service will be available Monday to Sunday 7am to 4pm Pacific Time (excluding Sony observed holidays and periods where unavailability is due to circumstances beyond Sony's control). Sony will not be liable in any way for unavailability of this service.