

## LUMIX PRO SERVICES T&C's

---

### TERMS OF USE

Last updated 02.22.2019

### LUMIX PRO SERVICES MEMBERSHIP

These terms and conditions apply to LUMIX PRO and LUMIX PRO Services ("LPS") membership and use of any LPS Membership benefits as set out herein. Panasonic may update these Terms of Use from time to time without notice to you. You should review the current Terms of Use periodically by visiting your LPS account on-line or by requesting a copy of the current terms from the LPS Membership admin team.

LPS Membership is offered to you in the United States of America by Panasonic Consumer Electronics Company, Two Riverfront Plaza, Newark, New Jersey 07102.

1. Definitions
  - 1.1. "You", "Your" and "Customer" means the member or purchaser of the LUMIX PRO Services or your LUMIX PRO membership
  - 1.2. "We", "Us", "Our" and "Panasonic" means any wholly owned operation of Panasonic Corporation, Japan
  - 1.3. "LUMIX" means a range of camera bodies and lenses that are manufactured by Panasonic.
  - 1.4. "Professional" means uses of the range of qualifying products for LUMIX PRO as defined by Panasonic
  - 1.5. "Equipment" means individual product items from the range of qualifying products as defined by Panasonic
  - 1.6. "Membership period" means the period from initial registration until expiry, usually one (1) year.
  - 1.7. "LUMIX PRO Service" or "LPS" means the level of service provide as part of the Black or Platinum levels of LUMIX PRO, as per the terms and conditions set out in this document, and relevant to your country of residence.
  - 1.8. "LUMIX PRO" means the program of activity which consists of the registration platform from which LUMIX PRO Service or LPS are available.
  - 1.9. "LUMIX PRO Hotline" or "Hotline" means the services as described in Clause 7 below.
  - 1.10. "Pick-up and Return Service" means the services as described in Clause 5 below.
  - 1.11. "Fast-lane Repair" means the services as described in Clause 6 below.
  - 1.12. "Target Turnaround Times" means the time it takes for a repair to occur once it has been booked into the Service facility as described in Clause 4.3
  - 1.13. "Maintenance Service" means the services described in Clause 7 below.
  - 1.14. "Lens Calibration" means the services described in Clause 7.2 below
  - 1.15. "Firmware Update" means the services described in Clause 8 below.
  - 1.16. "Territory" means the United States and Canada.
  - 1.17. "Home Territory" means the Territory in which the member registers the address within their individual profile.
  - 1.18. "Working Day" means Monday to Friday 9am until 5pm excluding weekends, bank, public and statutory holidays.

## **2. What is LPS Membership?**

2.1 Membership of LPS provides you, as an owner of professional LUMIX equipment, with benefits such as improved turnaround times on repair and Annual Health check service provided by Panasonic's own specialist repair centers or service facilities that have been authorized by Panasonic to provide LPS services, access to loan and evaluation equipment, additional and exclusive information about LUMIX products and services, invitation to members' events, and direct access to LUMIX representation at major Panasonic marketing events.

2.2 LPS Membership offers different scopes of service to the members depending on their Level of membership, region and country of residence:

- LPS repair and loan of back-up equipment (as defined in the Clause 7.2. of these Terms of Use) benefits are provided to the residents of the countries as set out in Clause 5;

- LPS members residing in any country not listed in Clause 5 will not be able to receive the LPS repair and loan benefits.

2.3 For any questions related to LPS Membership in general or your membership specifically, please contact the LPS Membership Administration Team;

USA – [lps@us.panasonic.com](mailto:lps@us.panasonic.com)

UK – [lumix-pro.uk@eu.panasonic.com](mailto:lumix-pro.uk@eu.panasonic.com)

Germany – [lumix-pro.de@eu.panasonic.com](mailto:lumix-pro.de@eu.panasonic.com)

France – [lumix-pro.fr@eu.panasonic.com](mailto:lumix-pro.fr@eu.panasonic.com)

Italy – [lumix-pro.it@eu.panasonic.com](mailto:lumix-pro.it@eu.panasonic.com)

Spain – [lumix-pro.es@eu.panasonic.com](mailto:lumix-pro.es@eu.panasonic.com)

Japan – [info\\_lps@gg.jp.panasonic.com](mailto:info_lps@gg.jp.panasonic.com)

## **3. How to become an LPS Member**

3.1. LPS membership is available to individuals within the LPS Participating Countries (see ANNEX 1) over the age of 18 who own and register qualifying professional LUMIX Qualifying Equipment.

3.2. Currently, LPS Membership is only available to individuals who own and register specific LUMIX professional equipment. The current list of the products which qualify under LPS Membership and their LPS status level can be found at <https://www.lumix-pro.com>. Only equipment listed as qualifying within the LPS Membership program will count towards membership status "Qualifying Equipment".

3.3 There is currently One (1) level of LPS Membership available which will receive Services and Benefits of part of LUMIX PRO that are open to the public (Platinum). Please see Clause 4.3. of these Terms of Use. Your membership level depends solely on the Qualifying Equipment owned and registered by you.

3.3.1 One additional level of LPS Membership is available (BLACK) which is available by invitation only, invitations can only be issued by members of the LUMIX PRO team within Panasonic

3.4 We recommend creating a LUMIX PRO account irrespective of whether you initially qualify for a membership level, so that you register more Qualifying Equipment, you can then qualify for membership status and receive the associated benefits.

3.5 Registration for LPS Membership is easy: simply register your information and the products you own on-line through [www.lumix-pro.com](http://www.lumix-pro.com).

3.6 Membership of LPS is strictly subject to these Terms of Use. If at any time you decide you do not wish to be a member or you do not accept these Terms of Use, you must cancel your membership immediately by contacting the LPS Membership administrative team in writing or by email or by using the "Cancel Membership" function in your LPS profile.

3.7 Panasonic may cancel your membership, at any time, without a refund and withdraw all unused benefits if you do not comply with these Terms of Use.

3.8 Upon acceptance as a LPS Member, you will be issued with a Membership Card which will be sent to your registered permanent address. If your Membership level changes at any time after you have received your membership card, a new card will not automatically be issued, until your membership is due for renewal.

3.9 Your Membership Card contains your membership account number, which you will need to quote when using any of the LPS benefits such as booking a repair.

3.10 Your Membership Card remains the property of Panasonic. Only you may use the card and you must return it to Panasonic upon request. You must inform Panasonic if your Membership Card has been lost or stolen.

3.11 Your LPS Membership will automatically renew and will be billed each year. In the event that your credit card information is not valid at the time of renewal, we will contact you via email for updated billing information. Your Membership will be frozen pending payment. Please ensure that your Qualifying Equipment registration with LPS is up to date at all times.

3.12 Your membership account must be held in your own name and should be registered to your permanent address (which can be used by Panasonic to communicate with you). You will be responsible for registering the correct and accurate information for membership communications. Any incorrect information will lead to the cancellation of your membership, as outlined in Clause 8.

3.13 You must ensure that your LPS profile is updated with any changes to your registered equipment or to personal information through the LPS Members site online at [www.lumix-pro.com](http://www.lumix-pro.com). Membership levels and benefits are not transferrable. *LPS service is only offered on registered items.* Non-registered items will be treated as standard non-LPS service items.

3.14 Panasonic reserves the right to refuse membership at any time without giving any reason.

#### 4. LPS Membership level

4.1 Your LPS Membership level will depend on the LUMIX equipment you own and register. The minimum status level and quantity of equipment required for each level of Membership are set forth in the table in 4.3 below.

4.2 The current list of the products which qualify under LPS Membership and their LPS status level can be found at [lumixpro.panasonic.com/public/qualifyingproducts](http://lumixpro.panasonic.com/public/qualifyingproducts). Only equipment listed as qualifying within the LPS membership program will count towards membership status.

4.3 Minimum Equipment requirements:

LPS MEMBERSHIP	MINIMUM CAMERA REQUIREMENT	MINIMUM LENS REQUIREMENT
PLATINUM	You must own & register at least 2 qualifying cameras	& You must own & register at least 4 LPS qualifying lenses

All equipment requires a valid serial number to qualify for LUMIX PRO membership. Please register your equipment at <https://panasonic.registria.com/reg>.

4.4 The list of qualifying equipment and the associated status level of that equipment will be updated from time to time. Panasonic reserves the right to change both the membership requirements and status level at any time without notice. You should periodically review the list of equipment and status levels.

4.5 In the event that Panasonic changes the list of qualifying equipment per level during the course of a membership period, the new equipment list will only apply to new registrations or renewals made after the publication date. Only changes which would promote the status of a member will apply for the remainder of the current membership period (i.e. a registered member will not be demoted during the course of the membership year).

4.6 The list of Qualifying Equipment published at the date of registration will be valid for that membership period (subject to the exception above) and the list published at the date of renewal will be valid for the following year's membership. Please ensure you check the latest published list when registering and renewing your membership.

#### 5. LPS Membership – Repair and Back-up loan benefit

5.1 This clause is ONLY applicable to LPS membership in the following participating countries: United States of America and Canada.

The following repair and loan of back-up equipment benefits are only available in the countries listed above.

5.2 LPS Member benefits according to membership level as follows:

MEMBERSHIP BENEFITS			
	TARGET TURNAROUND TIME	LOAN OF BACK-UP EQUIPMENT	AVAILABLE IN

<b>SILVER</b>	5 working days	Offered if turnaround time cannot be met	Europe ONLY
<b>GOLD</b>	3 working days	Offered if turnaround time cannot be met	Europe ONLY
<b>PLATINUM</b>	2 working days	Offered once repair has been checked in at service facility	Europe and USA
<b>BLACK</b>	2 working days	Always offered	Europe, USA and Japan

5.3 Target Turnaround Times shall apply only to a maximum of three (3) products being serviced at any given time for each individual member.

Target Turnaround Times are **not** guaranteed. However, both Panasonic and the repair facilities authorized to provide LPS services will endeavour to meet the target times listed above.

5.4 Target Turnaround Times are based on working days (Monday to Friday not including public holidays in the relevant country) and will be deemed to start the working day after receipt of the product by the repair facility and ends on the day the product is ready to leave the repair facility. It does not include time spent in shipment nor any time spent awaiting any customer information necessary to complete the repair, such as missing documentation or acceptance of estimated cost of repair for out of warranty repairs for example.

5.5 Target Turnaround Times are not applicable for membership repairs in any of the following territory: Hawaii and Alaska.

5.6 Where applicable and subject to membership level and availability of loan equipment, a loan of back-up equipment will be offered in the event that target turnaround time cannot be met and will be offered strictly subject to Panasonic's standard Terms of Loan which you will be deemed to have accepted if you accept or request a loan through your LPS membership.

5.7 Target Turnaround Times and Loan of Back-Up Equipment are only applicable on repairs duly authorized for repair under LPS membership and identified as such as set forth in Clause 7 below.

5.8 For out-of-warranty repairs, you are responsible for paying all applicable costs associated with servicing or repair of the equipment including (but not limited to) delivery costs and any applicable taxes, fees and levies as may be required in the country where the equipment is submitted for repair.

5.9 All benefits are subject to availability and to change and may be withdrawn or altered at any time at the absolute discretion of Panasonic. Without limitation, Panasonic reserves the right to make exclusions or exceptions to the availability of benefits. Local variations to the published membership benefits may also apply.

5.10 Benefits are personal to you and not transferable. Only the registered LPS member may claim benefits under the membership and only in relation to the equipment registered to and legally owned by that member. You may not claim benefits for any other person or any non-registered equipment, nor allow any other person to claim benefits on your behalf.

5.11 No benefit may be claimed retrospectively, i.e. by claiming a benefit that you were entitled to claim but which you did not claim at the time when you were entitled to do so.

5.12 Benefits may be added or removed at any time by Panasonic. Third party benefits are supplied in good faith by Panasonic on behalf of the third party, but the benefits will be available subject to the Terms and Conditions as set out by the third party.

5.13 All repairs provided under this scheme are subject to Panasonic's general terms & conditions of repair and that of any authorized repair facility providing such services.

5.14 In addition to the benefits set out above, Panasonic may make additional benefits or promotional offers available to LPS Members based on membership status and level of use of LPS member services including (but in not limited to): repair services, loan equipment; shipping and delivery promotions; surveys and Panasonic and third party product offers.

5.15 In the event that an LPS Member is traveling internationally and wishes to submit equipment for cleaning/maintenance in the region where such LPS Member is traveling, then any such cleaning/maintenance provided will conform with the offerings in the region where submitted.

5.16 **PLEASE NOTE** LPS MEMBERSHIP DOES NOT AFFECT NOR EXTEND YOUR RIGHTS UNDER ANY PANASONIC COMMERCIAL WARRANTY PROVIDED WITH YOUR PRODUCT AT THE TIME OF PURCHASE OR YOUR STATUTORY LEGAL RIGHTS.

## **6. LPS Membership - Other Benefits**

This Clause is ONLY applicable to LPS Membership in the following part

6.1 The repair and loan of back-up equipment benefits detailed in Clause 5 above are not currently available in the countries not listed in Annex 1. LPS members in these countries are not entitled to any LPS repair or loan of back-up equipment in these countries. However, if an LPS member from any of these countries visits a country in which LPS provides repair benefits identified in Clause 5, they may be entitled to have their registered equipment repaired in the applicable turnaround time according to their membership level (Platinum or Black). Any such repair will be at the discretion of the service facility and subject to capacity. For the avoidance of any doubt, there is no loan back-up equipment benefit available to a member from any of the countries not listed in Annex 1, regardless of membership level or any visitation to any another participating country.

## **7. Use of LPS Membership**

7.1 Repair Services:

7.1.1 To utilize the LPS Membership repair or maintenance services please visit the website at [www.lumix-pro.com](http://www.lumix-pro.com) to process a repair or maintenance service request. In the case of warranty repair, please include a copy of the warranty documentation and proof of purchase. Panasonic will send you shipping labels and instructions via email.

7.1.2 Only Panasonic and those service facilities authorized by Panasonic to perform LPS services can be used for repairs under your LPS Membership.

7.1.3 Repair Services are those repairs that are not covered by warranty repairs and are not covered by the maintenance services covered in Section 7.4

7.2 Loan of Back-Up Equipment:

7.2.1 If your membership entitles you to the loan of back-up equipment (see Clause 4 above) when having your equipment repaired or serviced, your local LUMIX or LPS authorized service facility will contact you in the event that the target turnaround time cannot be met in order to make arrangements directly.

7.2.2 All equipment loaned under this provision is provided strictly on the basis of Panasonic's standard loan terms provided with the loan equipment, which you will be deemed to have accepted if you request and accept a loan through your LPS membership.

7.2.3 Loaned back-up equipment can be delivered to any address requested within the LPS participating countries by arrangement with your local facility and may also be available for pick-up on request.

7.2.4 It is your obligation to return the loan equipment within two (2) weeks of the return of your own equipment to the address provided by Panasonic or the LPS facility that supplied the back-up equipment (or as may be otherwise agreed with Panasonic in writing).

7.2.5 You must ensure that each and every item loaned, plus accessories, is returned in the same condition as supplied and you are responsible for any loss, damage or theft of any equipment on loan to you and will be required to reimburse Panasonic for repair or replacement. You are advised to consider purchasing insurance to cover any equipment on loan to you.

7.2.6 Panasonic disclaims and excludes all liability in respect of any equipment loaned to you to the maximum extent permitted by law.

### 7.3 Telephone Hotline

7.3.1 As part of the LPS program Panasonic provides a Hotline for Your Product in the Territory which offers priority customer support (Technical, Repair (coordinate details of "Pick-up Service")) by trained personnel.

7.3.2 The phone number for the Hotline is 1-866-LUMIX-PS.

7.3.3 The Hotline will be available on Working Days from 8:00 am to 8:00 pm Eastern standard time.

### 7.4 Health Check

As part of your LPS membership, Panasonic provides the following services:

7.4.1 Health Check from LUMIX PRO includes Sensor Clean, EVF clean, lens calibration, plus external check and clean as required. Panasonic will also provide an advisory notice should additional work be carried out that is not covered under the standard warranty program or as part of the LPS membership package. Annual Health Check is available as part of the specific levels of LPS membership as outlined in Clause 7.6. You can contact the Hotline or go to [www.lumix-pro.com](http://www.lumix-pro.com) to arrange for the Pick-up and Return Service to receive the Cleaning service.

7.4.2 The Health Check and Calibration services will be provided pursuant to the guidelines related to your level of membership, as outlined in Clause 7.6, calculated from the time the authorized service center has received the Product until the Product has been designated as ready for the carrier to pick up the product for return to You.

### 7.4.3

The Health Check is limited to the number of maintenance service process within your LPS membership period, as outlined in Clause 7.6

### 7.5 Firmware Update

As part of the LPS membership, Panasonic provides a "Firmware Update" Maintenance Service, as part of the Health Check.

#### 7.5.1

As Part of your Annual Health Check, Panasonic will carry out all required Firmware updates, as per the Turnaround times, relevant to your level of membership. In case the Firmware Update cannot be completed within the specified timeframe, Panasonic will contact you immediately to arrange either an extension or offer a loan unit, if available as part of your membership package.

#### 7.5.2

The period in Clause 7.5.1 above will be calculated on Working Days only and from the time the authorized service center has received the Product until the Product has been picked up by the carrier for return to You.

### 7.6 Included Maintenance options:

	<b>Health Check</b>	<b>Lens Calibration</b>	<b>Availability</b>
<b>BLACK</b>	Unlimited	Unlimited	EUR, US and JPN
<b>PLATINUM</b>	2 bodies	2 lenses	EUR and US
<b>GOLD</b>	1 body	1 lens	EUR only
<b>SILVER</b>	-	-	EUR only

## 8. Cancellation of Membership

8.1 You may cancel your LPS Membership at any time by contacting the LPS Membership administrative team in writing or by email, using the email address is Clause 2.3, or by using the "Cancel Membership" function in your LPS profile. Panasonic may terminate the LPS Membership program at any time.

8.2 Your LPS Membership and account may be disabled or terminated immediately by Panasonic if you breach of these Terms of Use or if, in the absolute discretion of Panasonic, you are found to have been using your membership and/or the services offered hereunder in an inappropriate manner at any time.

8.3 In the event that Panasonic cancels your membership and deletes your account, your data will be deleted within 24 hours and cannot be retrieved.

8.4 On cancellation of your membership your LPS account will be cancelled and your personal data erased within 24 hours, subject to Panasonic Consumer Privacy Policy and any applicable legislation. You will then no longer be entitled to any of the benefits offered through LPS Membership and will no longer be able to access your LPS account.

8.5 Deletion is irreversible and it is not possible to reinstate a LPS Membership once it has been cancelled. However, if you wish to re-join at any time, you can simply register as a new member as detailed above.



8.6 Panasonic reserves the right to withdraw the LUMIX PRO program at any time.

8.7 If Panasonic cancel the membership of any individual then Panasonic is not obliged to return any membership fees, either partially or in full, that have been paid for the current, or previous, membership periods.

8.8 If the member shall cancel their membership within 30 days of paying for the membership period then the member shall be eligible for a full refund of their membership fee should have no benefits of the programme been utilised by the member and only upon return of the membership card of the member for the period in question has been returned to Panasonic at the address provided on the membership card.

8.9 Panasonic reserve the right to withdraw the LUMIX PRO programme at anytime.

## **9. Miscellaneous**

9.1 All questions relating to LPS Membership should be addressed to the LPS Membership admin team a via your local email address as per Clause 2.3. All complaints should also be addressed to the LPS Membership administrative team.

9.2 In addition, information about you and your membership may be used by LUMIX to review your use of the LPS services and/or to review, develop and improve our services, products and offers and/or for internal market research and statistical analysis.

9.3 Panasonic reserves the right to change these Terms of Use at any time including, without limitation, details of the Qualifying Equipment, membership levels and benefits and may implement changes or updates from time to time without notice to you and as such you should review the LPS website periodically. However, Panasonic will endeavour to communicate and highlight any major changes to the terms.

9.4 If any term or condition is not strictly applied or adhered to by Panasonic at any time, it shall not prevent Panasonic from choosing to strictly apply that term or condition or any other term or condition at any other time.

9.5 Any fault that has been identified as a result of a fault with a 3<sup>rd</sup> party product, such as, but not limited to Non-Panasonic Memory cards, Flash units, 3<sup>rd</sup> party batteries or non-standard Panasonic cables will not be covered by the standard conditions of the LPS programme or for repairs undertaken with the turnaround times for the membership level of the member.

9.6 Panasonic will not be liable for any loss of data from any memory card used within any of the cameras registered as part of the LPS program.

9.5 These Terms of Use are governed by the laws of the state of New York.

## **ANNEX 1**

### **PARTICIPATING COUNTRIES**

Customers located in countries that are NOT included on the list here will not qualify for any LPS Membership benefits.

The list of countries and the LPS repair & loan service availability of the countries will be updated from time to time and Panasonic reserves the right to change the list of countries and the LPS repair & loan service availability of the countries at any time without notice. You should periodically review the list of countries and the LPS repair & loan service availability.

<b>Country</b>	<b>LPS repair &amp; loan service availability</b>
Canada	Available
United States of America	Available