

LENOVO “JOIN FOR YOUR CHANCE TO WIN A YOGA PRO 9i” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 20/09/23 and close at 11:59pm AEDT on 20/10/23 (“**Promotional Period**”).
5. To enter, entrants must sign up/subscribe to the Promoter’s email database by visiting <https://www.lenovo.com/au/en/join-us-comp/>, inputting the requested details (including their full name email address, preference and consent to receive marketing emails from the Promoter) and then entrants must submit the fully completed sign-up form during the Promotional Period. For clarity, entrants must remain subscribed/signed up to receive the Promoter’s marketing emails at the time of the draw (outlined in clause 10) in order to be eligible to win the prize.
6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259 on 26/10/23 at 12:00pm AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing by email within two (2) business days of the draw and their name will be published online at [lenovo.com.au](https://www.lenovo.com/au) on 03/11/23.
11. The Promoter’s decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a Lenovo Yoga Pro 9i Gen 8 laptop (83BYCTO1WWAU1), valued at AUD\$4,059 inc GST (RRP) with the following specifications:

- 13th Generation Intel® Core™ i7-13705H Processor (E-cores up to 3.70 GHz P-cores up to 5.00 GHz);
 - 16.0" 3.2K display (3200 x 2000);
 - Windows 11 Home 64;
 - 16GB memory; and
 - 1TB Storage.
13. Subject to the unclaimed prize draw clause, if for any reason the winner does take/claim the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
 14. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 15. Total prize pool value is AUD\$4,059 inc GST.
 16. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
 17. A draw for the prize, if unclaimed, may take place on 27/11/23 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified in writing by email within two (2) business days of the draw and their name will be published online at lenovo.com.au on 04/12/23.
 18. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
 20. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
 21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
 22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of

opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.lenovo.com/au/en/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose entrant's personal information outside of Australia, see the Promoter's Privacy Policy for more details.
25. The Promoter is Lenovo (Australia & New Zealand) Pty Ltd (ABN 70 112 394 411) of Level 4, 12 Help Street Chatswood NSW 2067, telephone 13 536 686 ("**Promoter**").

ACT Permit No. TP23/01952