MyLenovo Rewards Student Trade In Promotion

ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND WHO ARE MYLENOVO REWARDS ("<u>PROGRAM</u>") MEMBERS AT TIME OF PARTICIPATION. For more information and to join the Program visit https://www.lenovo.com/us/en/rewards/.

HOW TO PARTICIPATE IN THE PROMOTION: To participate in the Promotion, go to <u>https://www.lenovo.com/us/en/trade-in-program/</u>, click on "trade in now" button, choose the device you want to trade in (if your item is not an option you may email <u>tradein@lenovo.com</u> to receive a customized quote) and you will receive a quote for trade-in. Quotes are valid for thirty (30) days. Once you have your quote you will receive an email with a QR code to use at UPS to ship your device(s), once the device(s) is received by Sponsor, they will confirm your trade in as successful and you will receive \$20 in Program points (the "<u>Reward</u>") in your Program account within thirty (30) days of confirmation that a trade has been completed. Trade Ins are subject to the Trade In Program Terms and Conditions available

at https://lenovotrade.poweron.com/terms-and-conditions.

Trades must be received by September 30, 2022 to be considered for a Reward. Any trades received after September 30, 2022 will not receive a Reward. Limit one (1) Reward per eligible device and up to five (5) Rewards per person. Rewards are subject to the Program Terms of Service available

at <u>https://www.lenovo.com/us/en/rewards/terms/</u>. Reward recipients are solely responsible for all federal, state, and local income taxes and other fees associated with Reward receipt and use, regardless of whether Reward is used in whole or in part. To the extent allowed by applicable law, Rewards are awarded "as is" with no warranty or guarantee, either express or implied, in fact or in law, by Sponsor. No transfer, assignment, cash redemption, or substitution of a Reward is permitted except by Sponsor, who reserves the right, in its sole discretion, to substitute the Reward with a reward of equal or greater value in the event the advertised Reward becomes unavailable. All Reward details are in Sponsor's sole discretion. In no event shall Sponsor's Reward liability exceed the stated Reward value for any reason. Released Parties (defined below) are not responsible for device trade ins that have been submitted through illicit means or by any means which subvert the process or that do not conform with or satisfy any or all of the conditions set out in these Terms and Conditions or the Program Terms of Service.

GENERAL CONDITIONS/DISCLAIMERS: If for any reason the Promotion is not capable of running as planned, or if any part of the Promotion or any process associated therewith becomes corrupted or does not allow the proper operation of the Promotion, or if infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Promotion in whole or in part. If the Promotion is cancelled or terminated prior to the stated end date, Sponsor reserves the right to issue Rewards only to those eligible, non-suspect, participants who submitted eligible trade-ins prior to the time of the action or event warranting such cancellation/termination. Proof of entering information on the Promotion's website is not considered proof of delivery or receipt by Sponsor. False and/or deceptive acts of any kind shall render a participant ineligible to receive a Reward. Released Parties are not responsible for any typographical or other error in the printing, advertising, or administration of the Promotion. By participating in this Promotion, participants: (a) agree to be bound by the terms of these Terms and Conditions and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Promotion; (b) agree that Sponsor, its subsidiaries, affiliates, representatives, divisions, suppliers and advertising and promotion agencies; and all of their respective officers, directors, employees, representatives, and agents (collectively, "Released Parties") are not responsible for printing, typographical, human, distribution, production, omission, or other errors of any kind that may occur in connection with the Promotion, including, without limitation, errors in connection with the administration of the Promotion, the processing of trade-ins, lost, late, damaged, misdirected, garbled, illegible, or incomplete trade-ins; incorrect or inaccurate entry information whether caused by participants or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the transmission, receipt or processing of trade-ins; trade-ins not received due to lost, failed, delayed or interrupted connections or miscommunications; other electronic malfunctions, delays, or errors; human error; technical malfunctions or defects of computer systems or telephone networks utilized in the Promotion; theft, tampering, destruction of or unauthorized access to, or alteration of, trade-ins; data processing that is processed late or incorrectly, or in any other Promotion-related materials or the receipt and/or use of Rewards; (c) agree to indemnify and hold harmless the Released Parties from and against any and all injuries, claims, damages, or losses of any kind that arise from or are sustained directly or indirectly, in whole or in part, in connection with acceptance or use/misuse of a Reward or from participation in the Promotion. Released Parties are not responsible for any condition that might cause the Promotion to be disrupted or corrupted, including an act of God, hurricane, war, fire, riot, terrorism, act of public enemies, actions of governmental authorities, or any other causes. The Sponsor may prohibit you from participating in the Promotion, at its sole discretion, if you repeatedly show a disregard for these Terms and Conditions or act: (i) in a manner they determine to be not fair or equitable; (ii) with an intent to annoy, threaten, or harass any other entity or the Sponsor; or (c) in any other

disruptive manner. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION OR THE PROMOTION WEBSITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

WAIVERS/GOVERNING LAW: Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is governed by the laws of the United States and State of North Carolina, without respect to conflict of law doctrines. As a condition of participating in this Promotion, participants agree that any and all disputes and causes of action against the Sponsor arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. Such dispute shall be resolved by mediation and binding arbitration. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including attorneys' fees, and participants further waive all rights to have damages multiplied or increased.

PRIVACY: Information participants provide to Sponsor may be used to communicate with participants in relation to this Promotion as well as for other purposes as described in the Sponsor's Privacy Policy. Sponsor's Privacy Policy is available at https://www.lenovo.com/us/en/privacy/.

TERMS AND CONDITIONS GOVERN: In the event of any discrepancy or inconsistency between the Terms and Conditions and disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor, these Terms and Conditions shall prevail, govern, and control.

SEVERABILITY: The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.