

## Lenovo Google Smart Clock GWP 2020

### Terms and Conditions

<b>Promoter</b>	Lenovo (Australia & New Zealand) Pty Limited (ABN 70 112 394 411), Level 4, 12 Help Street, Chatswood NSW 2067.
<b>Offer Period</b>	<b>Purchase Period:</b> 12.01am (AEDT) on 01/07/2020 to 11.59pm (AEDT) on 30/08/2020. <b>Claim Period:</b> 12.01am (AEDT) on 15/07/2020 to 11.59pm (AEDT) on 13/09/2020.
<b>Who can claim?</b>	Only Australian residents who are aged 18 or over.
<b>Where will the offer run?</b>	The offer will run in participating Officeworks, RetraVision, Big W and Costco stores (including online) which are displaying promotional material at Amazon.com.au and Lenovo.com.au ( <b>Stores</b> ) in Australia.
<b>Website</b>	<a href="http://www.lenovopromotion.com.au">www.lenovopromotion.com.au</a>
<b>Qualifying Purchase</b>	Any of the following: <ul style="list-style-type: none"> <li>• LenovoC340 Chromebook - Pink 81TA0009AU</li> <li>• LenovoC340 Chromebook - Grey 81TA000AAU</li> <li>• Lenovo S340 Chromebook - 81TB000GAU</li> <li>• Lenovo Chromebook Duet TAB - ZA6F0017AU</li> </ul>
<b>Claim instructions</b>	To claim, you must: <p>(a) during the Purchase Period make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and</p> <p>(a) during the Claim Period, visit the Website, locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information.</p> <p>If your claim is valid, you will receive a Gift.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you submitted your claim).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.</p>
<b>Gifts</b>	There is no limit on the number of gifts available during the Offer Period. Each valid claim will receive a Gift.
	Each gift is a Lenovo Smart Clock with Google Assistant (Model Lenovo CD-24501F), valued at \$99.
	Gifts will be delivered within 30 days of successful claim validation.
<b>How many times can I claim?</b>	There is a limit of one claim per eligible device purchase.
<b>How and when will the successful claimant/s be informed?</b>	Successful claimants will be notified by email within seven business days of submitting their claim.
<b>Proof of purchase</b>	You must keep the following as proof of purchase for all claims: <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a gift.</p> <p>Proof of purchase must be identical to that provided by you with your claim.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.</p>

<b>Collection and use of your personal information</b>	<p>If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="http://blackhawknetwork.com.au/privacy-policy">blackhawknetwork.com.au/privacy-policy</a>). The Promoter will use your personal information to conduct and manage the offer. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this offer, communicating with you, storing data or to hold and use for fraud prevention purposes.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.lenovo.com/au/en/privacy">www.lenovo.com/au/en/privacy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

#### Claim

- 2 Your claim must be received during the Claim Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim submission. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. If you claim using automatically generated claims or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Gifts

- 3 Gift/s and all elements of gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the gift, including mobile or data plans, installation costs, costs associated with ongoing use of the gift, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the gift.

#### General

- 6 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the claim process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 The Promoter's decision in connection with all aspects of this offer is final.
- 10 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms

and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift is unavailable for any reason the Promoter may provide another item of equal or higher value.

- 11 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants.
- 12 The Promoter is not responsible for any tax implications arising from you receiving a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that occurs to displayed gift/s (where relevant). Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
- 16 This offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.