

Lenovo Australia and New Zealand Pty Ltd ("**Lenovo**")  
**Lenovo Lifecycle Webinar Lenovo Smart Clock Essential ("Promotion")**  
Terms and Conditions

1. These terms and conditions will apply to the Lenovo Lifecycle Program Workplace Wellness Customised Wellbeing Program Offer (the "Promotion"). By entering this Promotion, entrants are deemed to have accepted the Promotion Terms and Conditions (the "Promotion Terms"). Information on how to enter and prizes form part of the Promotion Terms. The Promotion terms will have priority over any inconsistent terms in any applicable Promotion notice. The most recent version of these Promotion Terms (as available on [our website](#)) will apply as at the date of the Promotion.

#### **PROMOTION PERIOD**

1. The promotion **commences 11am NZDT 12<sup>th</sup> May 2022 and ends 12pm NZDT 12<sup>th</sup> May 2022** (the "Promotion Period").

#### **HOW TO ENTER**

2. To be eligible to enter the Promotion, a participant (employee within private sector organisation) must have attended the Lenovo Lifecycle Webinar on 12 May 2022, 11am-12pm NZST.
3. All participants will be entitled to participate in the Promotion on the following terms and conditions:
  - a. Must have attended the Lenovo Lifecycle Webinar on 12 May 2022 at 11am-12pm NZST
  - b. Each submission (attendance) will qualify the participant to one unique entry per organisation (based in New Zealand) to go into the draw for the program.

#### **PROMOTION DETAILS**

4. Subject to the following terms and conditions, all eligible customers who have attended the Lenovo Lifecycle Webinar on 12 May 2022, at 11am-12pm NZST, will qualify to go into the draw to win one of three Lenovo Smart Clock Essential.
5. The draw for the win of the program will be made at **2pm 13 May 2022** and the winner notified with 5 working days. The winner will be drawn at random (out of the eligible entries) and notified by email and/or phone.
6. Lenovo will contact the winners to arrange for delivery of their Lenovo Smart Clock Essential.
7. Lenovo assumes no responsibility for:
  - a. any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to (or by) Lenovo to any participant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
  - b. any theft, destruction or unauthorised access to, or alteration of such communications;
  - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Offer.

8. Lenovo accepts no responsibility for any tax liability incurred as a result of a participant participating in the Offer. Participants should obtain independent tax and financial advice.
9. Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411 makes every effort to ensure the accuracy of all information but takes no responsibility for any editorial, photographic or typographic errors. Lenovo reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice. Lenovo reserves the right to alter product offerings and specifications at any time without notice.

## **GENERAL**

10. Any cost associated with accessing Promotion website is the entrant's responsibility and is dependent on the Internet service provider used.

## **LIMITATION OF LIABILITY**

11. Except for any liability that cannot be excluded by law, Lenovo (including its 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, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under Lenovo 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 Lenovo) due to any reason beyond the reasonable control of Lenovo;
  - d. any variation in prize value to that stated in these Terms and Conditions (including, but not limited to, variation due to currency fluctuation);
  - e. any tax liability incurred by a winner or entrant; or
  - f. use of a prize/participation at the Game event.

## **DISQUALIFICATION**

12. Lenovo reserves the right, in their sole discretion, to disqualify any individual they find to be:
  - a. tampering with the operation of the Promotion or any website related to the Promotion;
  - b. to be acting in violation of the Promotion Terms; or
  - c. to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any person participating in or connected with the Promotion.
13. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, or any other methods will void that participant's entry and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

14. All decisions of Lenovo with respect to any aspect of the Promotion, including the eligibility or disqualification of entrants, are final, without right of appeal. If relevant, Lenovo's server shall be the official time stamp for the purposes of determining the validity of any entries by entrants.

## **MODIFICATION**

15. Subject to applicable laws, Lenovo reserve the right to modify, terminate or suspend the Promotion in whole or in part, in its sole discretion in the event of a computer virus, a computer bug, tampering, unauthorized human intervention, fraud, technical or other failure or any other cause or act beyond the control of the Promoter that could affect the administration, operation, security and fairness, integrity or proper conduct of the Promotion.
16. Lenovo reserves the right to verify the validity of entries and entrants (including an entrant's age, identity and residency) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Lenovo's discretion. Failure by Lenovo to enforce any of their rights at any stage does not constitute a waiver of those rights.

## **ACCEPTANCE AND SUBSTITUTION OF PRIZE**

17. Prize(s) are non-transferable. In the event that prizes offered are discontinued or otherwise unavailable, Lenovo reserve the right to deliver a prize of equal or greater value, subject to applicable laws.
18. Unless expressly stated within these Promotion Terms regarding all prizes, all other expenses become the responsibility of the Winner.
19. The winner will be solely responsible for any and all applicable taxes and any other costs, expenses and fees resulting from acceptance of a prize which are not stated in these Promotion Terms.
20. Liability for any tax or any benefits provided to Participants pursuant to this Program shall be the sole responsibility of the entrants. It is recommended that entrants should contact their own Accountant or Taxation Adviser in this regard.
21. Redemption of the Prize must be done in accordance with the reasonable directions of Lenovo, which will be notified to the winner from time to time.

## **PERSONAL INFORMATION**

22. By completing and submitting the information requested for participation in the Promotion, entrants consent to the collection, use, and disclosure of their personal information by Lenovo or service providers on behalf of Lenovo for the purposes of (i) their internal use to facilitate administration of the Promotion, (ii) if an entrant has so elected, to allow Lenovo or service providers to provide an entrant with information on Lenovo products, services or rewards; and/or (iii) the purposes set out in Lenovo's Privacy Policy. The collection, use and disclosure of any personal information an entrant provide is subject to Lenovo's Privacy Policy which is set out at: [www.lenovo.com.au](http://www.lenovo.com.au). The Winner's personal information may be disclosed to government

agencies responsible for the conduct of promotions such as this and winner's name published as required under the relevant lottery legislation.

## **PRIVACY**

23. All personal information collected from members by Lenovo through the Program will be handled in accordance with Lenovo Privacy Policy as set out at <http://www.lenovo.com/privacy/nz/en/> (for New Zealand participants). Members consent to their personal information being used by Lenovo for marketing, promotional and publicity purposes unless otherwise advised by the entrant. Participants should direct any request to access, update or correct information to Lenovo at: Lenovo Australia and New Zealand Pty Ltd, Level 6, Dimension Data House, 99-105 Customhouse Quay, Wellington 6146, or any other address as notified on Lenovo's website: [www.lenovo.com/nz](http://www.lenovo.com/nz)