

## Lenovo Competition Terms & Conditions: SMB THINKBOOK MENTORSHIP PROGRAMME

UPDATED: 17/01/2020

### Competition Terms

1. This competition commences at 12:00am AEDT 10<sup>th</sup> December, 2019 (“**Commencement Date**”) and ends at 11:59pm AEDT on 29<sup>th</sup> February, 2020 (“**Closing Date**”) (collectively, the “**Competition Period**”). Winner will be announced on 16<sup>th</sup> March, 2020.
2. This competition is made available by Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411 (“**Lenovo**”).

### Eligibility

3. Entry is open to a SMB business owners of regional Australian and New Zealand companies, that are legal residents of Australia and New Zealand and must be located and working from a regional Australia and New Zealand Location. Eligible participants, must have reached aged 18 years of age, and not an employee of or domiciled with an employee of Lenovo or its affiliated companies, their advertising and promotional agencies. This competition is subject in all instances to compliance with applicable law.
  - a. “Regional” is classified all of the towns, small cities and areas that lie beyond the major capital cities (Sydney, Melbourne, Brisbane, Perth, Adelaide, Canberra, Auckland and Wellington). As defined by regionalaustralia.org.au.
  - b. “SMB Business” is defined by the below terms according to ASIC.gov.au, and from financial years commencing on or after 1 July,2019:
    - i. Annual Revenue of less than \$50million
    - ii. Less than 100 employees at the end of the financial year, and/or consolidated gross assets of less than \$25million of the end of the financial year.
4. Employees (and their immediate families) of Lenovo, Lenovo Resellers and Distributors, Influencers, Insiders and agencies or associated with this competition 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.

### Competition Details

5. To qualify, an Eligible Entrant must, during the Competition Period:
  - a. Locate the competition entry mechanism on the ThinkFWD website and click the link that will open the competition landing page, following the prompts
  - b. Enter in the required contact information along with a 60 second video response to the following questions:
    - i. *How are you leverage technology / aim to leverage technology to help develop your SMB?*
    - ii. *What does “Smarter Technology for all” mean to you?*
    - iii. *How would you benefit from being mentored by Naomi Simson.*

6. This is a game of skill where the most creative entries will win at the judge's discretion
7. By entering this competition, you warrant that your entry is your own original creation of the entrant and is not:
  - a. that of a third-party; or
  - b. owned (in any way) by a third party.
8. There is a limit of one (1) entry per Eligible Entrant.
9. It is the sole responsibility of the entrant to seek all permissions related to any content submitted. Lenovo takes no responsibility in images or videos used that are copyright or of another individual where permission was not sought.
10. Lenovo reserves the right to re-use all competition entries on their social channels.
11. All entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address, contain inappropriate or offensive content, or do not conform to or satisfy any condition of the rules may be disqualified by Lenovo at its sole discretion.
12. Following the conclusion of the competition on the Closing Date, Lenovo will select the most creative entries as the winners. The judging will take place at the offices of Lenovo at Level 4, 12 Help Street Chatswood NSW 2067 on Monday, 9<sup>th</sup> March, 2020. The winning entry will be notified via email and/or telephone on 16<sup>th</sup> March, 2020 and their details, including their name, company name and location may also be posted elsewhere online at Lenovo's discretion. The winners must claim their prize no more than one week after the announcement date. Winners may be announced on the Lenovo Facebook page <https://www.facebook.com/LenovoANZ>, the Lenovo Instagram page <https://instagram.com/lenovoanz/>, and the Lenovo Twitter page <https://twitter.com/LenovoANZ>.
13. In the event of the prizes being unclaimed, further judging will take place to determine the replacement winning entry. Any further judging will take place at the offices of Lenovo (as listed above), 3 weeks after the original prize judging date. The replacement winning entry will be notified by email on the same day.
14. There will be a total of three (3) major prize winners during the Competition Period (as per clause 1). The major winners will receive:
  - a. Two (2) one (1) hour mentoring sessions over video call with Naomi Simson.
  - b. One (1) Lenovo ThinkBook 14s (MTM 20RS002FAU)
  - c. An invitation to join Lenovo's SMB Masterclass, hosted by Naomi Simson, in Sydney. Travel and accommodation will not be covered by Lenovo.
15. The prize must be accepted as awarded and are not transferable, substitutable for alternative item, or otherwise redeemable for cash.
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Lenovo (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 Lenovo'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 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; (e) any tax liability incurred by a winner or entrant; (f) cancellation of any events; or (g) taking/use of and/or participation in a prize.

17. Lenovo's decisions on all matters pertaining to this competition are final and binding and no correspondence will be entered into, except as otherwise stated in these terms and conditions.
18. For any questions regarding this competition (including any entrants submitted) must be directed at [lenovopc@n2n.com.au](mailto:lenovopc@n2n.com.au) (and not the administrators of any entry platform). Please ensure you keep a copy of all documentation.

#### **Other Terms**

19. This competition is not valid in conjunction with any other offer or competition by Lenovo.
20. Prizes are not redeemable for cash, transferable or exchangeable.
21. Lenovo reserves the right, at any time, to amend these Terms and Conditions or verify the validity of Team entrants and to disqualify any entrant that is not in accordance with these Terms and Conditions. Failure by Lenovo to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute, Lenovo reserves the right, in its sole discretion, to determine the validity of the claim made.
22. Incomplete, indecipherable or illegible entries will be deemed invalid at Lenovo's absolute discretion.
23. If there is a dispute as to the identity of an entrant, Lenovo reserves the right, in its sole discretion, to determine the identity of the entrant.
24. Lenovo makes every effort to ensure the accuracy of all information but takes no responsibility for any editorial, photographic or typographic errors.
25. Lenovo reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.
26. Lenovo does not accept any responsibility for misleading or incorrect information provided by a distributor or reseller regarding this competition.
27. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used.
28. The prize is inclusive of all taxes.
29. Entrants consent to Lenovo using their names, likeness, images and/or voice in the event they are a 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by Lenovo.

30. Lenovo collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and prize suppliers. By entering this competition, entrants agree to the terms of Lenovo's Privacy Policy (available to view at [www.lenovo.com/privacy/au/en/](http://www.lenovo.com/privacy/au/en/)).
31. 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 2010 (Cth), as well as any other implied warranties under other consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Lenovo (including its respective officers, employees and agents) excludes all liability (including negligence) whatsoever which is suffered, including 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 competition. In addition, all entrants release Facebook, Twitter, Instagram and Google from any liability incurred by entrants in conjunction with this competition.
32. Without limiting the above paragraph, Lenovo as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
33. Lenovo reserves the right, in their sole discretion, to disqualify any individual they find to be:
  - a. tampering with the operation of the competition or any website related to the competition (including by creating multiple accounts);
  - b. engaging in conduct in breach of any platform's terms and conditions;
  - c. to be acting in violation of these terms and conditions; or
  - d. to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any person participating in or connected with the competition.
34. These Terms and Conditions shall be governed and construed in accordance with the laws and courts of New South Wales, Australia.
35. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, Google (and its affiliates) or otherwise.
36. Lenovo and the Lenovo logo are trademarks or registered trademarks of Lenovo. ©2017 Lenovo. All rights reserved.