

# EARN MORE ON YOUR LPA VISA CARD

when you purchase any Topseller ThinkPad, ThinkCentre or ThinkStation product.

- For RRP up to \$1499, get **LPA\$20/box**
- For RRP \$1500 - \$2499, get **LPA\$40/box**
- For RRP over \$2500, get **LPA\$50/box**

\*Standard Lenovo Partner Advantage Terms and Conditions apply.



Lenovo™

## For Lenovo Reseller Sales and Product Enquiries

AU - 1800 601 346  
NZ - 0800 600 042, Option 2  
[lenovosales@lenovo.com](mailto:lenovosales@lenovo.com)

## For LPA Support for existing members

AU - 1300 165 747  
NZ - 0800 451 744  
[lpa@lenovopartneradvantage.com](mailto:lpa@lenovopartneradvantage.com)

## Lenovo Visa Card Support

AU - 1800 174 239  
[www.universalgiftcard.com.au](http://www.universalgiftcard.com.au)  
NZ - 0800 424 667  
[www.ichooscard.co.nz](http://www.ichooscard.co.nz)

## Lenovo Partner Advantage Program – 2016/2017

### 2016 / 2017 Rewards and Incentives Terms & Conditions

Updated 06/07/2017

#### From 1 July 2017:

1. For Clause A9, dates updated as: The LPA Program commences at 8.00am Australian Eastern Standard Time (AEST) on 01/07/2017 and concludes at midnight Australian Eastern Standard Time (AEST) on 30/09/2017. The LPA Program may be extended at Lenovo's discretion.
2. For Clause C11, dates updated as: Only sales made during the period 8.00am AEST 01/07/2017 to midnight AEST 30/09/2017 inclusive are eligible for LPA Dollars. Only sales that have been verified will be awarded LPA Dollars.
3. Section E FY17/18 Go Wild competition has now concluded. Information remains in Ts and Cs for any clarification needed.

Updated 07/04/2017

#### From 1 April, 2017:

1. The LPA program will be promoted by Lenovo Global Technology (Australia & New Zealand) Pty Ltd ABN 90 614 012 985 in respect of data centre product and services. The LPA program in respect of personal computer products and services will continue to be promoted by Lenovo (Australia & New Zealand) Pty Ltd. References to "Lenovo" should be read as referring to both Lenovo companies collectively.
2. Lenovo's address in New Zealand be replaced with "Generator, Level 1, 22-28 Customs Street East, Auckland, 1010, New Zealand".
3. For clause 8, references to "Diamond" resellers be replaced with "Platinum" resellers.
4. For the purposes of clause C4, "WestCon" be replaced with "Dicker Data New Zealand".
5. Clause C6 be replaced with "6. All other computers (boxes) are categorized as Non-TopSeller (excludes all Data Centre products and parts). Only members who are employed by a Platinum or Gold Reseller are eligible to claim LPA Dollars on special build/bid Non-TopSeller boxes purchased directly from Lenovo or through an Authorised Lenovo Distributor".
6. References in clause C11 to "2015" and "2016" be changes to "2016" and "2017" respectively.

#### A. General

1. The Lenovo Partner Advantage Program ("LPA Program") is promoted by Lenovo (Australia & New Zealand) Pty Ltd ABN 70 112 394 411 ("Lenovo") of Level 4, 12 Help Street, Chatswood, NSW 2067 (in respect of Australia) and of Level 6 Datacraft House, 99-105 Customhouse Quay, Wellington 6146 (in respect of New Zealand) and administered by Rockwell Information Service Pty Ltd ABN 89 070 130 737 ("LPA Program Administrator") of Suite 608, 90 George Street, Hornsby NSW 2077, Australia, Tel: 1300 165 747, Email: [lpa@lenovopartneradvantage.com](mailto:lpa@lenovopartneradvantage.com)
2. Participation in the LPA Program is subject to these Terms and Conditions. By applying for membership, applicants agree to be bound by these Terms and Conditions and any promotion specific terms notified by the LPA Program Administrator and/or Lenovo from time to time.
3. These Terms and Conditions may be changed or varied at any time without notice by the LPA Program Administrator and/or Lenovo at their absolute discretion.
4. The LPA Program Administrator and Lenovo may at their absolute discretion suspend or terminate the LPA Program in whole or in part at any time without prior notice and without liability.
5. Lenovo and the LPA Program Administrator make every effort to ensure the accuracy of all information but take no responsibility for any editorial, photographic or typographic errors. Lenovo and the LPA Program Administrator make no representation or warranty regarding third party products or services. Lenovo reserves the right to correct any errors, inaccuracies or omissions and to change or update information on the Lenovo website at any time without prior notice.
6. The LPA Program Administrator and Lenovo's decisions on all matters pertaining to the LPA Program are final and binding and no correspondence will be entered into.
7. The LPA Program provides voluntary education, self-learning and network gathering opportunities, and the capacity to accrue Lenovo LPA Dollars and to participate in LPA member-only events, competitions and promotions.
8. For the purposes on this program there are multiple contest groups. These are based Reseller Category (Diamond, Gold, Silver and Registered Resellers). The classification of Resellers by Category is at the discretion of Lenovo and the LPA Program Administrator.
9. The LPA Program commences at 8.00am Australian Eastern Standard Time (AEST) on 01/07/2016 and concludes at midnight Australian Eastern Standard Time (AEST) on 30/06/2017. The LPA Program may be extended at Lenovo's discretion.
10. To the extent permitted by law, the LPA Program Administrator and Lenovo (including their respective officers, employees and agents) exclude 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:
  - (i) any technical difficulties or equipment malfunction;
  - (ii) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the LPA Program Administrator) due to any reason beyond the reasonable control of the LPA Program Administrator;
  - (iii) any variation in the prize value/s stated in these Terms & Conditions; or
  - (iv) any tax liability incurred by a winner or entrant.
  - (v) participation in any prize.
11. All prices and values (unless otherwise specified) are in local currency (AUD or NZD as the case may be for the applicable LPA members).

#### B. Membership

1. Membership is limited to individuals who are employed by a Lenovo Reseller that has applied to join, and been

accepted, within the LPA Program and whose principle area of business is in Australia, New Zealand, Papua New Guinea or Fiji and who are expressly invited by the LPA Program Administrator and Lenovo to join the LPA Program ("Eligible Participants").

2. Not with standing section B.1. Membership in the LPA Program, and any financial rewards and prices received under the LPA Program are not part of a participant's remuneration package from their employer.

3. Membership is personal to the participant (as opposed to the organisation of which they are employed by). Accordingly, membership is portable and travels with the participant with change of employment, subject to section B.1.

4. To participate in the LPA Program, Eligible Participants must complete and submit the online Registration Form. The LPA Program Administrator and Lenovo may accept or reject an application for membership at their absolute discretion. Eligible Participants must be registered as members in the LPA Program to be able to claim any rewards or incentives under the LPA Program.

5. Membership is recognized by the allocation of a web site user name and password, by the LPA Program Administrator. It is valid only for the member whose name appears on the Registration Form. Membership is not transferable from one person to another.

6. Membership to the LPA Program gives Lenovo the permission to communicate to members about News, Events, Promotions and other information about Lenovo and the LPA Program.

7. All personal information collected from members by Lenovo through the Program will be handled in accordance with Lenovo Privacy Policy as set out at [www.lenovo.com/privacy/au/en](http://www.lenovo.com/privacy/au/en) (for Australian participants) and [www.lenovo.com/privacy/nz/en/](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 to email [lpa@lenovopartneradvantage.com](mailto:lpa@lenovopartneradvantage.com)

8. A member must notify the LPA Program Administrator in writing within 30 days of any change of employer, address or other details provided to the LPA Program Administrator in association with the Program. Failure to do so may result in immediate termination from the Program and loss of all accrued benefits.

### **C. Lenovo Partner Advantage (LPA) Dollars**

1. Where a member is registered in the LPA Program, LPA Dollars will be awarded on a dollar value per box basis for purchases of Lenovo ThinkCentre®, ThinkPad®, ThinkStation®, ThinkServer® and System x® products or other products nominated by Lenovo and as listed for claim on the LPA Program website.

2. The dollar values per sale per applicable product will be determined by the LPA Program Administrator and Lenovo and will be displayed on the LPA Program web site. The LPA Dollars applicable to any specific product will be related to product category, TopSeller or Non-TopSeller.

3. TopSeller products are products that are listed on the monthly Lenovo TopSeller Price List. Members who are employed by any Lenovo Reseller that is registered in the LPA Program are eligible to claim LPA Dollars for TopSeller boxes.

4. Purchases of Lenovo Top-Seller products must be made via an Authorised Lenovo distributor to be eligible for LPA Dollars.

Lenovo Authorised Distributors in Australia are;

- I. Dicker Data
- II. Ingram Micro Australia
- III. Synnex Australia
- IV. Avnet Technology Solutions

Lenovo Authorised Distributors in New Zealand are;

- I. WestCon
- II. Ingram Micro New Zealand
- III. Synnex New Zealand

5. Eligible TopSeller purchases will be allocated the relevant LPA Dollars as advertised on the website for up to 20 units of the same MTM on any one Distributor sales invoice. Where the sale is for more than 20 eligible TopSeller units then the first 20 will be awarded the full TopSeller LPA Dollars and any units above the first 20 will be awarded the Non-TopSeller rate per box. (See section C.7.)

6. All other computers (boxes) are categorized as Non-TopSeller. Only members who are employed by a Diamond or Gold Reseller are eligible to claim LPA Dollars on special build/bid Non-TopSeller boxes purchased directly from Lenovo or through an Authorised Lenovo Distributor.

7. The Non-TopSeller rate is \$5.00 per box.

8. From time to time and for a limited period, bonus LPA Dollars may apply to the sale of certain products and certain events. In this case, members will be notified of bonus LPA Dollars by email or information about bonus LPA Dollars will be posted on the LPA Program Website. LPA Dollars may also be awarded for the completion of nominated training modules and for participation (attendance) at nominated Lenovo events. The LPA Dollars applicable to each training module or event will be determined by the LPA Program Administrator and Lenovo and will be displayed on the LPA Program web site.

9. All eligible sales which are reported on the Lenovo Direct Ship (DMR) Reports, and all eligible sales which are reported on the weekly Authorised Distributor Sell Through (DSR) Reports, will be allocated to that Reseller and displayed on the relevant web page on the program web site.

10. To claim LPA Dollars, members must log onto the LPA Program web site, select the quantity of products on the list that they have sold and add the customer name. Products can only be selected once. Sales must be claimed by the 15th of the month following the sale. After the 15th, these sales will not be available to claim. For example, products sold in June must be claimed by 15th July.

11. Only sales made during the period 8.00am AEST 01/07/2015 to midnight AEST 30/06/2016 inclusive are eligible for LPA Dollars. Only sales that have been verified will be awarded LPA Dollars. The LPA Program Administrator and Lenovo reserve the right to audit any sales claim by requesting proof of sale from the member.

12. Members may only claim a sale once. Only one member from a registered Lenovo Business Partner can claim each product sale.

13. Maximum LPA Dollars that may be claimed per end user account is \$2,500 per quarter.

### **D. Earning Rewards & Incentives**

1. Rewards can only be claimed by the individual member and are not transferable to the member's employer or any other person.

2. Rewards are not redeemable for cash, exchangeable or transferable.

3. Registered Lenovo Resellers and members are solely responsible for ensuring their compliance at all times with any applicable company policies, guidelines or practices.

4. Members must be employed by a Lenovo Business Partner (see section B.1.) to be eligible to redeem LPA Dollars and other rewards and incentives.

5. The LPA Program Administrator may alter the type of reward offered, depending on the availability of that reward.

6. Members will be issued a re-loadable Lenovo Visa Card.

7. Members should allow up to 12 weeks for the issue of their Lenovo Visa Card. Members should allow up to 12 weeks following a claim for the processing and loading of LPA Dollars onto their Lenovo Visa Cards. The estimated payment date for Reward payment may be displayed on the program web site. This is an indicative date and may be changed at Lenovo's discretion without prior notice. Members should refer to the LPA Program web site from time to time to check the estimated payment date.

8. In Australia Lenovo Visa Cards are subject to their own additional specific terms and conditions as provided by

Universal Gift Cards are refer to these and the product disclosure statement at [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au). Universal Gift Cards reserve the right to change terms and conditions at any time. Universal Gift cards are issued by Heritage Building Society Limited ABN 32 087 652 024 AFS Licence 240984.

10. In New Zealand the reloadable Lenovo Visa Cards are subject to their own card terms and conditions as provided by Bank of New Zealand – refer to these at [www.ichoosecard.co.nz](http://www.ichoosecard.co.nz). Bank of New Zealand reserves the right to change card terms and conditions at any time. iChoose Gift cards are issued by Bank of New Zealand Limited.

9. The LPA Program Administrator and Lenovo will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained, as a result of participating in this competition and/or taking any reward and/or prize, except for any liability which cannot be excluded by law.

10. The LPA Program Administrator and Lenovo expressly reserve the right to withdraw, cancel, vary or in any way change at any time without notice any of the rewards or incentives offered under the LPA Program. In that event, the LPA Program Administrator and Lenovo shall not be held liable for any loss or damage suffered by participants resulting from such a withdrawal, cancellation, variation or change.

#### E Special Rewards & Contests

During the LPA Program there will be Reward Contests where specific LPA Members compete for the chance to win prizes which include the following:

##### **E1. LPA Quarterly Contest**

1. Eligible LPA members (excluding Distributors, their employees and contractors) automatically participate in the Lenovo Partner Advantage Quarterly Contest after they have claimed (and had their claim approved) one of the designated MTM's that are advised by Lenovo each quarter. There are multiple Quarterly contests based on a combination of each LPA member's reseller category.

2. Every point earned from 01/07/16 to 30/06/17 and claimed in the LPA Portal by 15/07/17 will contribute in this contest (excludes Accessories claims). LPA Status points and LPA Leader Board position are displayed on the Lenovo Partner Portal website.

3. There are 4 quarterly contests in Australian and in New Zealand which LPA members may participate in. The quarterly sales periods are defined as:

- i. 1st Quarter: 01/07/2016 - 30/09/2016
- ii. 2nd Quarter: 01/10/2016 - 31/12/2016
- iii. 3rd Quarter: 01/01/2017 - 31/03/2017
- iv. 4th Quarter: 01/04/2017 - 30/06/2017

4. The Sales Representative level winners in each country will be based on total status points accumulated during the single quarterly periods as follows:

- 1 x AU PCG Diamond or Gold
- 1 x AU DCG Diamond or Gold
- 1 x AU PCG Silver or Registered
- 1 x AU DCG Silver or Registered

- 1 x NZ PCG Diamond or Gold
- 1 x NZ DCG Diamond or Gold
- 1 x NZ PCG Silver or Registered
- 1 x NZ DCG Silver or Registered

5. Sales made each month must be claimed by the 15th of the following month to be included in the LPA Quarterly contest. In the event of that 2 or more LPA Members have the same number of Points at the end of the contest period, the LPA Program Administrator will sum the total sales (product purchase price excluding GST) of all eligible claims made during the contest period and the Member with the highest total value will be declared the winner.

6. Winners will be announced on the 25th of the month after each sales quarter by email and displayed on the program web site [www.lenovo.com.au/lpa](http://www.lenovo.com.au/lpa)

7. The maximum number of Australian winners per contest will be 4 and maximum number of New Zealand winners will be 4.

8. Lenovo's decision on determining the winning Members is final and no correspondence will be entered into.

9. The prize will consist of \$500 that will be loaded onto the sales representatives LPA VISA card.

10. The quarterly Contest prize is offered at the absolute discretion of the LPA Program Administrator and Lenovo. The LPA Program Administrator and Lenovo expressly reserve the right to withdraw, cancel, vary or in any way change at any time without notice the conference trip offered or advertised as available to members under the LPA Program. In that event, the LPA Program Administrator and Lenovo shall not be held liable for any loss or damage suffered by participants resulting from such a withdrawal, cancellation, variation or change.

11. Entry is limited to Australian and New Zealand citizens and permanent residents, 18 years of age or over and who are a LPA Member and have claimed LPA dollars within the contest period. It is the entrant's responsibility to obtain permission from their employer to enter the Promotion.

12. Employees, contractors, directors, successors, and assignees of LPA Administrator and Lenovo, its advertising agencies in this Contest, as well as family and household members of same, shall be ineligible to participate in the Contest (specified under Section E1) and shall be ineligible for any prize covered herein. Distributors and their employees and contractors and any Partners, owners and/or employees who are determined by Lenovo (at its absolute discretion) as pooling LPA claims into a single or multiple user account are also ineligible to participate in this Contest. The parties acknowledge that neither the LPA Administrator nor Lenovo is liable for reimbursement of any prizes otherwise payable to Promotion contestants who are in violation of this provision.

##### **E2. Mid Year Motivator – Seal the Deal**

1. Eligible LPA Members automatically participate in the Lenovo Partner Advantage Mid Year Motivator – Seal the Deal contest.

2. Ten (10) Sales Representative level winners will be based on highest accumulated acquisition sales from 01/07/16 to 31/01/17. Eligible acquisition sales are those which are registered via the Lenovo Deal Register on the Partner Portal and which have been successfully closed/won with a recorded Lenovo/Distributor invoice number. The measurement of acquisition sale is calculated on sales revenue in local currency value.

6. Winners will be announced by 28/02/17 via email and displayed on the program web site [www.lenovo.com.au/lpa](http://www.lenovo.com.au/lpa)

7. The maximum number of winners will be 10.

8. Lenovo's decision on determining the winning Members is final and no correspondence will be entered into.

9. The prize will consist:

a. Return economy flights, transfers and accommodation staying overnight in one of the luxurious Treehouses, Bungalows or Lodge suites at the Jamala Wildlife Lodge, Canberra. (Level of suite accommodation allocated in order of highest to lowest acquisitions within the top 5's.) at a date determined by Lenovo at its absolute discretion.

b. Participation in various activities included in the one night stay accommodation at Jamala Wildlife Lodge, Canberra at a date determined by Lenovo at its absolute discretion.

c. Jamala Wildlife Lodge is subject to their own terms and conditions as provided by [www.jamalawildlifelodge.com.au/](http://www.jamalawildlifelodge.com.au/).

11. The mid year motivator – Seal the deal contest prize is offered at the absolute discretion of the LPA Program Administrator and Lenovo. The LPA Program Administrator and Lenovo expressly reserve the right to withdraw,



cancel, vary or in any way change at any time without notice the prize offered or advertised as available to members under the LPA Program. In that event, the LPA Program Administrator and Lenovo shall not be held liable for any loss or damage suffered by participants resulting from such a withdrawal, cancellation, variation or change.

10. Entry is limited to Australian and New Zealand citizens and permanent residents, 25 years of age or over with a valid driver's license and who are a LPA Member. It is the entrant's responsibility to obtain permission from their employer to enter the Promotion.

11. Employees, contractors, directors, successors, and assignees of LPA Administrator and Lenovo, its advertising agencies in this Contest, as well as family and household members of same, shall be ineligible to participate in the Contest (specified under Section E2) and shall be ineligible for any prize covered herein. Distributors and their employees and contractors are also ineligible to participate in this Contest. The parties acknowledge that neither the LPA Administrator nor Lenovo is liable for reimbursement of any prizes otherwise payable to Promotion contestants who are in violation of this provision.

12. Entrants acknowledge that participating in the Prize has a degree of danger and, to the extent permitted by law (in particular section 22 of the Australian Consumer Law (and equivalent sections of state and territory laws) and section 139A of the Competition and Consumer Act 2010 (Cth)), hereby exclude, release and forever discharge Lenovo and the LPA Program Administrator from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence or otherwise), arising from or connected with participation in the prize. Furthermore and without limiting anything contained in these terms and conditions except where prohibited by law, Lenovo and the LPA Program Administrator will not be liable for any indirect or consequential loss suffered by any entrant caused by any acts or omissions of Lenovo and the LPA Program Administrator. All participants agree to sign any additional waivers of liability or other forms as required by Lenovo or the LPA Program Administrator from time to time. Nothing in this clause generally affects your rights under the Competition and Consumer Act 2010 (Cth) or similar legislation regarding implied conditions and warranties to the extent that such implied conditions and warranties cannot be excluded by law.

#### **E4. End Of Year Incentive Trip Contest**

1. Eligible LPA Members automatically participate in the Lenovo Partner Advantage End-of-Year (EOY) Incentive Trip Contest. There are multiple EOY Contests based on a combination of each LPA Member's Reseller Category and Position Level (refer section A, Paragraph 8).

2 C-Level – to attend the incentive trip, your organisation must be a Diamond, Gold or Silver Category Reseller and must achieve or exceed 120% (percent) of the agreed Quarterly Sales Target for at least three (3) out of four (4) Quarters during the program period. C-Level LPA Members employed at Diamond, Gold Resellers will also be included in the exclusive Elite Circle Group.

3 Sales Representative Level - Every dollar of spend (excluding GST) from 01/7/16 to 30/06/17 and claimed in the LPA by 15/07/17 will equal 1 Status Point in this contest. Spend is Limited to Eligible Products as listed on the LPA website from time to time. Members' Status Points, and Leader Board position are displayed on the Lenovo Partner Portal website.

4. The Sales Representative level winners will be based on their position on the LPA leaderboard calculated by the total Status Points earned. Eligible Australian winners must reach a minimum of 5000 Status points and eligible New Zealand winners must reach a minimum of 1000 Status Points.

5. The following number of allocation are available for winners in their respective partner Tiers:

Australian Eligible Winners:

- i. Diamond Category Sales Representatives – top six (6) on leader board in PCG sales
- ii. Gold Category Sales Representatives – top five (5) on leader board in PCG sales
- iii. Silver Category Sales Representatives – top five (5) on leader board in PCG sales
- iv. Registered Category Sales Representatives – top five (5) on leaderboard in PCG sales.
- v. Any Category Sales Representative who has registered in the last three (3) months before the contest end date – top one (1) on leader board in PCG sales.
- vi. Diamond Category Sales Representatives – top six (6) on leader board in DCG sales
- vii. Gold Category Sales Representatives – top five (5) on leader board in DCG sales
- viii. Silver Category Sales Representatives – top five (5) on leader board in DCG sales
- ix. Registered Category Sales Representatives – top five (5) on leaderboard in DCG sales.
- x. Any Category Sales Representative who has registered in the last three (3) months before the contest end date – top one (1) on leader board in DCG sales.

New Zealand Eligible Winners:

- i. Diamond Category Sales Representatives – top four (4) on leader board in PCG sales
- ii. Gold Category Sales Representatives – top three (3) on leader board in PCG sales
- iii. Silver Category Sales Representatives – top two (2) on leader board in PCG sales
- iv. Registered Category Sales Representatives – top two (2) on leaderboard in PCG sales.
- v. Any Category Sales Representative who has registered in the last three (3) months before the contest end date – top one (1) on leader board in PCG sales.
- vi. Diamond Category Sales Representatives – top four (4) on leader board in DCG sales
- vii. Gold Category Sales Representatives – top three (3) on leader board in DCG sales
- viii. Silver Category Sales Representatives – top two (2) on leader board in DCG sales
- ix. Registered Category Sales Representatives – top two (2) on leaderboard in DCG sales.
- x. Any Category Sales Representative who has registered in the last three (3) months before the contest end date – top one (1) on leader board in DCG sales.

6. Sales made each month must be claimed by the 15th of the following month to be included in the Lenovo Partner Advantage End-of-Year Incentive Trip LeaderBoard. In the event of that 2 or more Members have the same number of Status Points at the end of the contest period, the LPA Program Administrator will sum the total sales (product purchase price excluding GST) of all eligible claims made during the contest period and the Member with the highest total value will be declared the winner.

7 Winners will be announced by the 31st July 2017 (unless notified by Lenovo) by email and displayed on the program web site [www.lenovo.com.au/lpa](http://www.lenovo.com.au/lpa)

8. The total number of Australian winners in this contest will be 44 and in New Zealand 24.

7. Lenovo's decision on determining the winning Members is final and no correspondence will be entered into.

8. Details of the Major Prize will be announced during the program period and will be posted on the program web site at [www.lenovo.com.au/lpa](http://www.lenovo.com.au/lpa)

9. Entry is limited to Australian and New Zealand citizens and permanent residents, 18 years of age or over and who are a LPA Member and have claimed LPA dollars within the contest period. It is the entrant's responsibility to obtain permission from their employer to enter the Promotion.

10. Employees, contractors, directors, successors, and assignees of LPA Administrator and Lenovo, its advertising agencies in this Contest, as well as family and household members of same, shall be ineligible to participate in the Contest (specified under Section E1) and shall be ineligible for any prize covered herein. Distributors and their employees and contractors and any Partners, owners and/or employees who are determined by Lenovo (at its absolute discretion) as pooling LPA claims into a single or multiple user account are also ineligible to participate in this Contest. The parties acknowledge that neither the LPA Administrator nor Lenovo is liable for reimbursement of any prizes otherwise payable to Promotion contestants who are in violation of this provision.

11. The Major Prize trip included in the LPA Program is offered at the absolute discretion of the LPA Program Administrator and Lenovo. The LPA Program Administrator and Lenovo expressly reserve the right to withdraw, cancel, vary or in any way change at any time without notice the conference trip offered or advertised as available to members under the LPA Program. In that event, the LPA Program Administrator and Lenovo shall not be held liable for any loss or damage suffered by participants resulting from such a withdrawal, cancellation, variation or change.

#### **F. Liability for Tax**

a. Liability for any tax, including Fringe Benefits Tax, on any benefits provided to Participants pursuant to this Program shall be the sole responsibility of both the registered Lenovo Reseller and member. It is recommended that members should contact their own Accountant or Taxation Adviser for advice.

#### **G. Termination**

1. Failure to comply with these Terms and Conditions or any fraudulent conduct may result in the termination of a member's participation in the Program and/or cancellation of all or part of any accrued dollars and rewards.
2. A member may terminate their participation in the Program by providing notice in writing to Lenovo or the Program Administrator. Membership will cease on receipt of written notice.
3. Immediately upon termination, any accrued dollars will be null and void.

#### **H. Privacy**

1. All personal information collected from members by Lenovo through the Program will be handled in accordance with Lenovo Privacy Policy as set out at [www.lenovo.com/privacy/au/en](http://www.lenovo.com/privacy/au/en) (for Australian participants) and [www.lenovo.com/privacy/nz/en/](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 to email [lpa@lenovopartneradvantage.com](mailto:lpa@lenovopartneradvantage.com)