

## LPA Terms and Conditions Q219/20

### A. General

1. The LPA program in respect of personal computer products and services is promoted by Lenovo (Australia & New Zealand) Pty Ltd ABN 70 112 394 411. References to "Lenovo" should be read as referring to both Lenovo companies collectively. The address for Lenovo in Australia is Level 4, 12 Help Street, Chatswood, NSW 2067, Australia and in New Zealand, Lenovo address is Generator, Level 3, 12 Madden Street, Auckland, 1010, New Zealand. The LPA program is 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). This PCSD LPA program does not include Lenovo-branded data centre products and services offered by Lenovo Global Technology (Australia & New Zealand) Pty Ltd ABN 90 614 012 985.
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 on the Reseller Category (Platinum, Gold, Silver and Authorised 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 Daylight Time (AEDT) on 01/07/2019 and concludes at midnight Australian Eastern Standard Time (AEST) on 30/09/2019. 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. Notwithstanding 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 <https://www3.lenovo.com/privacy/au/en> (for Australian participants) and <https://www3.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 [lp@lenovopartneradvantage.com](mailto:lp@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® or other products nominated by Lenovo and as listed for claim on the LPA Program website. Premier Support upgrades will be awarded on a dollar value per MTM basis.

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 products.

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 Australia

II. Ingram Micro Australia

III. Synnex Australia

Lenovo Authorised Distributors in New Zealand are;

I. Dicker Data New Zealand

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 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

7. The Non-TopSeller rate is \$3.00 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 and select the quantity of products on the list that they have sold. 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 AEDT 01/07/2019 to midnight AEST 30/09/2019 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 Eligible Participant is \$5,000 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. If there are any questions regarding payment, please contact LPA support team at [lpa@lenovopartneradvantage.com](mailto:lpa@lenovopartneradvantage.com)

8. In Australia Lenovo Visa Cards are subject to their own additional specific terms and conditions as provided by Corporate Prepaid Cards refer to these and the product disclosure statement at [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au). Corporate Prepaid Cards reserve the right to change terms and conditions at any time. Corporate Prepaid Cards are issued by Heritage Building Society Limited ABN 32 087 652 024 AFS Licence 240984.

9. 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 cards are issued by Bank of New Zealand Limited.

10. 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.

11. 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 from time to time, as per Lenovo discretion.

#### **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.