

***TERMS & CONDITIONS FOR LENOVO BACK-TO-SCHOOL 4 PROMOTION (The “Promotion”)**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND LENOVO TECHNOLOGY SDN BHD (“LENOVO”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. Organiser. The Promotion is organised by Lenovo Technology Sdn Bhd.

2. Promotion Period and Submission Deadline:

- Promotion Period : 26 January 2015 to 22 March 2015 (“Promotion Period”)
- Submission Deadline : 3 April 2015 (06:00 PM)

3. Eligibility.

3.1. General Eligibility Requirements

- Only students in Malaysia with valid student ID are eligible to participate in the Promotion.
- If you are below eighteen (18) years of age, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to participate in the Promotion.
- Only students are eligible to participate in the Promotion. Groups, organizations and company entries are **not eligible**.

3.2. Not eligible

- The following are not eligible to participate in the Promotion:
 - Employees of Lenovo and its related corporations and their immediate family members.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Promotion.

3.3. Eligible Products

- For the purpose of this Promotion, the following models are individually referred to as “**Eligible Lenovo Products**”:

Eligible Lenovo Desktop	Eligible Lenovo Notebook
Lenovo C260 All-In-One (57331235/ 57331236)	Lenovo G40-30 (80FY00CCMJ)
	Lenovo G40-30 (80FY007EMJ)
Lenovo H30-00 Desktop (90C2001KMI)	Lenovo S20-30 (59422174)
Lenovo H30-00 Desktop (90C2001LMI)	
Eligible Lenovo Tablet	
Lenovo YOGA Tablet 2 with Windows (59429328)	Lenovo Miix 3-8 (80JB0002MP)
	Lenovo Miix 3-10 (80HV002NMJ)

4. Promotion Specifics.

- 4.1. In order to participate in the Promotion, you must purchase any Eligible Lenovo Products from selected authorised Lenovo retailers. For the list of selected authorised Lenovo retailers, please visit **www.facebook.com/lenovoMY**.
- 4.2. The Eligible Lenovo Products must be purchased within the Promotion Period as indicated in the proof of purchase.

- 4.3. Subject always to Clause 4.5 and Clause 5 for every purchase of any Eligible Lenovo Products, you are entitled to a rebate of RM20, or RM50, and one (1) free gift pack worth RM35, or RM55, depending on the retail value of the product purchased.
- 4.4. Full contact details of the **Lenovo Back-To-School 4 Program Centre** (“Program Centre”) is as follows:
c/o Apostrophe Marketing Communications Sdn. Bhd.
36-1, Jalan PJU8/5B, Bandar Damansara Perdana
47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
Contact person: Ms. Sam | Tel: +603 7710 1312 | Fax: +603 7710 7312 | Email:
lenovo.bts@apostrophe.com.my
- 4.5. Promotion Eligibility
- 4.5.1. To qualify for the rebate worth RM20, you will need to purchase the Eligible Lenovo Products worth RM1,000 and below, and submit the redemption form following the steps in 4.5.5.
- 4.5.2. To qualify for the rebate worth RM50, you will need to purchase any of the Eligible Lenovo Products worth RM1,001 and above, and submit the redemption form following the steps in 4.5.5.
- 4.5.3. To qualify for the one (1) free gift pack worth RM35, you will need to purchase the Eligible Lenovo Products worth RM1,000 and below, and submit the redemption form following the steps in 4.5.5.
- 4.5.4. To qualify for the one (1) free gift pack worth RM55, you will need to purchase the Eligible Lenovo Products worth RM1,001 and above, and submit the redemption form following the steps in 4.5.5.
- 4.5.5. Submissions:
- Step 1 Fill in your personal particulars in the redemption form.
- Step 2 Attach a scan/photocopy of your purchase invoice/receipt, a scan/photocopy of your Student ID card, and a cut out of your purchase unit serial number.
- Step 3 Send the form and the supporting documents via fax, postal mail, or email with attachment, to the Program Centre.
- Alternatively, you can submit your entries via the Lenovo Malaysia Facebook page. Go to **www.facebook.com/LenovoMY**, like the page, click on the “TAB” section, fill in your personal particulars, and complete your submission by following Step 2 in 4.5.5.
- 4.5.6. The redemption in Clause 4.5.1 is limited to the first **180** eligible submissions; 4.5.2 is limited to the first **120** eligible submissions; 4.5.3 is limited to the first **60** eligible submissions, and 4.5.4 is limited to the first **40** eligible submissions. Redemptions will be based on a first-come-first-served basis.
- 4.5.7. Each student is entitled to a maximum of 2 redemptions in a year only.
- 4.6. The latest date and time of submission must be made by **3 April 2015**, by 06:00PM.
- 4.7. You must provide the requested personal information. Incomplete submissions will be discarded without prior notice.
- 4.8. You must retain your original paid invoice and/or receipt as proof of purchase. End-User/Purchaser may be required to present original proof of purchase when collecting their gift.

5. Rebates and Gifts.

- 5.1. Rebates and gifts are given strictly on a first-come-first-served basis, and while stocks last only.

5.2. The rebates and gifts will be determined by the below models:

Eligible Lenovo Products	Promotion
Eligible Lenovo Products worth RM1,001 and above	
Lenovo C260 All-In-One (57331235/ 57331236)	Rebate RM50 + One (1) gift pack worth RM55
Lenovo G40-30 (80FY00CCMJ)	
Lenovo YOGA Tablet 2 with Windows (59429328)	
Lenovo Miix 3-10 (80HV002NMJ)	
Eligible Lenovo Products worth RM1,000 and below	
Lenovo H30-00 Desktop (90C2001KMI)	Rebate RM20 + One (1) gift pack worth RM35
Lenovo H30-00 Desktop (90C2001LMI)	
Lenovo G40-30 (80FY007EMJ)	
Lenovo S20-30 (59422174)	
Lenovo Miix 3-8 (80JB0002MP)	

5.3. Rebates

5.3.1. The rebates shall be paid via online transfer to the claimant's bank as stated in the redemption form.

5.3.2. You need to ensure to provide your FULL NAME, IC NUMBER, BANK NAME, and BANK ACCOUNT NUMBER in the redemption form *CLEARLY* and *ACCURATELY*.

5.3.3. The Organiser, and Program Centre will not be responsible for any error in the online transfer caused by inaccurate details provided by the claimants. No request to retransfer will be entertained.

5.4. Gifts

5.4.1. The gift pack worth RM35 consists of the following: one (1) McDonald's cash voucher worth RM5, one (1) Chatime cash voucher worth RM5.90, and one (1) Popular privilege card.

5.4.2. The gift pack worth RM55 consists of the following: one (1) McDonald's cash voucher worth RM5, one (1) Chatime cash voucher worth RM5.90, one (1) Neway VIP voucher worth RM20, and one (1) Popular privilege card.

6. How rebates and gifts will be notified.

6.1. The eligible recipients of the rebates and gifts will be informed by phone or email by the Program Centre.

7. Claiming a gift.

7.1. Gifts recipients will be required to sign and return a Declaration and Release Form which, among other things, releases Lenovo, the sponsor of the voucher, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion, and acceptance and/or use of the gift and confirms his/her compliance with the terms and conditions applicable to the gift.

7.2. Claiming a gift.

7.2.1. Gifts to recipients will be delivered (date and time to be advised by the Program Centre) to the customers.

7.2.2. Lenovo shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd-party collection, delivery, insurance, etc) to customers who fail to receive the gift either by means of address error by the customer, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.

7.2.3. Gifts that are not delivered within 3 attempts will be forfeited without prior notice.

8. Student Get Student Reward.

- 8.1. You are entitled to an additional rebate worth RM50 if you recommend a friend to buy selected Lenovo PCs/tablet on offer.
- 8.2. In order to participate in the Student Get Student Reward, you must first have an eligible redemption, then you recommend a friend, who is also a student to purchase any Eligible Lenovo Products from selected authorised Lenovo retailers. An eligible redemption is a redemption which meets the requirements in Clause 4.
- 8.3. Your friend must then submit his/her redemption to the Program Centre by following the steps in Clause 4.5.5 and provide your Student ID number in the redemption form, at the Referral Student ID field.
- 8.4. Once his/her redemption has been approved, and the Referral Student ID number matches the Student ID in your earlier redemption, you will be entitled to the additional rebate worth RM50.
- 8.5. The additional rebate shall be paid via online transfer to the claimant's bank as stated in your earlier redemption form.
- 8.6. You will be notified informed by email by the Program Centre once the online transfer has been made.
- 8.7. This additional rebate is limited to the first **100** eligible submissions. Redemptions will be based on a first-come-first-served basis.
- 8.8. Each student is entitled to a maximum of one (1) additional rebate only.
- 8.9. The Organiser, and Program Centre will not be responsible for any error in the online transfer caused by inaccurate details provided by the claimants. No request to retransfer will be entertained.

9. Redemption forms.

- 9.1. Lenovo is not responsible for any printing or typographical errors in any materials or for registrations, redemption forms or submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Promotion. Proof of submission shall not constitute proof of receipt by Lenovo.
- 9.2. If any information provided on a redemption form is found to be misleading or inaccurate, that redemption shall be deemed invalid.

10. Goods as gifts. Where the gifts under the Promotion are items/goods, they shall be subject to availability and may not be substituted for cash. Lenovo reserves the right to offer an alternative gift of equivalent monetary value, without prior notice. If gifts involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Lenovo does not accept any responsibility for them. In particular, gifts are provided by Lenovo "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.

11. Taxes, etc. Taxes and their levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the gifts shall be fully borne by the winner.

12. Your Submission's fitness for publication. By entering the Promotion, you expressly agree that your completed entry form does not contain any image or content that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that Lenovo may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive,

harassing, threatening, hateful, objectionable with respect to race, religion, creed, national origin or gender, or otherwise unfit for publication. Lenovo shall not be liable in any way for your completed entry form. Lenovo shall have no obligation to monitor your completed entry form, but may do so at its own discretion. If, Lenovo, in its sole and absolute discretion, considers your completed entry form inappropriate or unsuitable for publication, Lenovo may remove your entry from the Promotion.

13. You are prohibited from submitting to this Promotion any images/photos/artwork/music for which you are not the sole and rightful owner. In the event that any third party alleges that any image/photo/artwork/music submitted by you infringes the copyright or other proprietary right of such third party, you shall indemnify the Lenovo (and its affiliates) from and against any and all loss, damage, liability and costs resulting therefrom.
14. All entries become the property of Lenovo. Personal details of the participants collected by Lenovo may also be used for marketing purposes. However, such personal details will be dealt with in accordance with Lenovo's privacy policy. Further information on Lenovo's privacy policy can be obtained from www.lenovo.com/privacy/my/en
15. Limitation of liability. To the maximum extent permitted by law, Lenovo and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accepts no responsibility whatsoever for any liabilities of any kind for any damage to any property that may occur as a consequence of your participation in the Promotion.
16. Indemnity. To the maximum extent permitted by law, you undertake to indemnify and keep Lenovo and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Promotion, and/or your use of any gift.
17. Lenovo's decision is final and binding. In the event of any dispute arising from the Promotion, or relating to the interpretation of these Terms and Conditions, the decision of Lenovo on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
18. No cheating tolerated. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Lenovo, you will immediately be disqualified from the Promotion. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of Lenovo's websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF LENOVO'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, LENOVO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

19. No waiver. Lenovo's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
20. Modification of these Terms and Conditions, etc. Lenovo may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
21. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
22. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
23. Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to Lenovo pursuant to this Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. Entries submitted without the personal data required will be discarded. Lenovo may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Lenovo at **lenovomy@lenovo.com**

NOTIS PRIVASI

Data peribadi yang anda beri kepada Lenovo menurut Promosi ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Lenovo mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadkan pemprosesan kami, sila berhubung dengan Lenovo di **lenovomy@lenovo.com**