TERMS & CONDITIONS FOR LENOVO "DECK THE HALLS WITH LOTS OF GOODIES" 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. <u>Organizer.</u> The Promotion is organized by Lenovo Technology Sdn Bhd.

2. <u>Promotion Period:</u>

• Promotion Period ("**Promotion Period**"): 28th November 2014 to 4th January 2015.

3. Eligibility.

- 3.1. General Eligibility Requirements
 - All residents of Malaysia 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 individuals are eligible to participate in the Promotion. Groups, organizations and company entries are **not eligible.**
- 3.2. <u>Not eligible</u>
 - The following are not eligible to participate in the Promotion:
 - $\circ\,$ Employees of Lenovo and its related corporations and their immediate family members.
 - $\circ\,$ 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 Smartphone":

Eligible Lenovo Smartphone		
Lenovo A Series Smartphone	Lenovo S Series Smartphone	
Lenovo A319 Smartphone	Lenovo S660 Smartphone	
Lenovo A328 Smartphone	Lenovo S850 Smartphone	
Lenovo A536 Smartphone	Lenovo S860 Smartphone	
Lenovo A606 Smartphone	Lenovo S856 Smartphone	
Lenovo Vibe Series Smartphone		
Lenovo Vibe Z	Lenovo Vibe Z2 Pro	
Lenovo Vibe X2		

4. <u>Promotion Specifics.</u>

- 4.1. In order to participate in the Promotion, you must purchase any Eligible Lenovo Smartphone from any authorized Lenovo resellers.
- 4.2. The Eligible Lenovo Smartphone must be a Malaysian authorized Lenovo Smartphone only.
- 4.3. The Eligible Lenovo Smartphone must be purchased within the Promotion Period as indicated in the proof of purchase.

- 4.4. Subject always to Clause 5 for every purchase of any Eligible Lenovo Smartphone, you are entitled to one (1) free gift of SECUREit Bear Dust Plug, one (1) free gift of 8GB USB OTG, one (1) free gift of E-40 Bluetooth Headphone (JBL Synchros E-40BT), or one (1) free gift of Lenovo Power Bank 5000mAh depending on the type of the product purchased.
- 4.5. Promotion Eligibility
 - 4.5.1. To qualify for the redemption of the free one (1) SECUREit Bear Dust Plug, you will need to purchase any of the Eligible Lenovo Smartphone categorized under Lenovo A Series Smartphone, or Lenovo S660 Smartphone or Lenovo S850 Smartphone under Lenovo S Series Smartphone.
 - 4.5.2. To qualify for the redemption of the free one (1) 8GB USB OTG, you will need to purchase Lenovo S860 Smartphone or Lenovo S856 Smartphone under Lenovo S Series Smartphone, or Lenovo Vibe Z under Lenovo Vibe Series Smartphone.
 - 4.5.3. To qualify for the redemption of the free one (1) E-40 Bluetooth Headphone (JBL Synchros E-40BT), you will need to purchase Lenovo Vibe Z2 Pro under Lenovo Vibe Series Smartphone.
 - 4.5.4. To qualify for the redemption of the free one (1) Lenovo Power Bank 5000 mAh, you will need to purchase Lenovo Vibe X2 under Lenovo Vibe Series Smartphone.

5. <u>Gifts.</u>

Redemption Gifts

- 5.1. Gifts are given strictly on a first-come-first-served basis, and while stocks last only.
- 5.2. The free one (1) SECUREit Bear Dust Plug, one (1) 8GB USB OTG, one (1) E-40 Bluetooth Headphone (JBL Synchros E-40BT), or one (1) Lenovo Power Bank 5000 mAh will be determined by the below models:

Eligible Lenovo Smartphone	Free Gifts	
Lenovo A Series Smartphone		
Lenovo A319 Smartphone	One (1) SECUREit Bear Dust Plug	
Lenovo A328 Smartphone		
Lenovo A536 Smartphone		
Lenovo A606 Smartphone		
Lenovo S Series Smartphone		
Lenovo S660 Smartphone	One (1) SECUREit Bear Dust Plug	
Lenovo S850 Smartphone		
Lenovo S860 Smartphone	One (1) 8GB USB OTG	
Lenovo S856 Smartphone		
Lenovo Vibe Series Smartphone		
Lenovo Vibe Z	One (1) 8GB USB OTG	
Lenovo Vibe Z2 Pro	One (1) E-40 Bluetooth Headphone	
	(JBL Synchros E-40BT)	
Lenovo Vibe X2	One (1) Lenovo Power bank	
	5000mAh	

- 6. Claiming a gift. Redeem your gift instantly from the Lenovo reseller at the point of purchase.
- 7. 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.

- **8.** 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.
- **9.** 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.
- 10. 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.
- **11.** 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.

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.

- **12.** 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.
- **13.** 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.
- **14.** 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.
- **15.** 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.
- **16.** 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.