

# Promotion Terms & Conditions

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Promotional Period: 1<sup>st</sup> October 2023 to 30<sup>th</sup> June 2024

The promoter is Dicker Data Limited ("**Dicker Data**") ABN 95 000 969 362 of 238 Captain Cook Drive, Kurnell, NSW 2231.

By participating in this promotion, you are, as a participant, consenting to be bound by these terms and conditions and the decisions of Dicker Data and authorized representatives which are final and binding in respect of this promotion. The Dicker Data "The Ultimate Supercar Drive Day Experience in Kiama with Dicker Data and Lenovo" is a trade promotion whose benefits are offered at the discretion of Dicker Data. Dicker Data has the right to change, limit, modify or cancel the promotion terms and conditions, assessment criteria, eligible sales/products, and prizes at any time, with or without notice. Participation in the program is subject to these terms and conditions and the terms and conditions, rules, policies and procedures that Dicker Data may, in its discretion, adopt from time to time ("**Program Terms**"). Dicker Data may amend the Program Terms at any time without notice. Dicker Data has the sole discretion to interpret and apply the Program Terms. By participating in the program, participants represent that they understand and agree to be bound to the Program Terms, as may be modified, and the decisions of Dicker Data which are final and binding.

## Promotional Period

This is a Lenovo promotion including Australian registered partners. The Program begins at 12:00:01 a.m. AEST 1st October 2023 (hereafter referred to as "Start Date") until 30<sup>th</sup> June 2024 (hereafter referred to as "End Date") and ends on 11:59:59 p.m. AEST ("**Program Period**"). Orders must be placed, invoiced and shipped within the program period to qualify.

## Announcement

Winners will be announced in July 2024 via direct email.

## Key Terms and Conditions

- All financial measurements are based on Dicker Data's revenue results.
- Revenue targets are based on Dicker Data's revenue for the previous year's equivalent time period.
- Winner will be notified directly by their Dicker Data representative.
- Prize will be delivered in August 2024.
- To be included in the promotion orders must be invoiced before the end of the promotion period.
- Each reseller organisation may achieve a maximum of one place on the trip.
- New Zealand partners are not eligible for this promotion.

## Eligibility to Participate

- Resellers must have an active Dicker Data account.
- Resellers need to be an active Lenovo registered partner and must be tier 2 partners only.
- Contact your Dicker Data account representative if you are unsure.

## Promotion Measurement

Dicker Data measures revenue in AUD and is broken up into quarters as follows, Q4 OCT to DEC, Q1 JAN to MAR, Q2 APR to JUN. Each reseller must reach a baseline target to be measured against the same period in the previous year.

## Ticket Categories

The Ultimate Supercar Drive Day Experience in Kiama is open to Managed and Unmanaged Partners who meet the specified criteria outlined in the Ticket Categories below.

Lenovo T, X & P Series for Managed Partners (Up to 4 Tickets available)

Spend a minimum of \$100,000 per Quarter, between October 2023 - June 2024.

Lenovo T, X & P Series for Unmanaged Partners (Up to 4 Tickets available)

Spend a minimum of \$30,000 per Quarter, between October 2023 - June 2024.

Lenovo Datacentre Servers & Accessories for Managed Partners (Up to 2 Tickets available)

Spend a minimum of \$30,000 per Quarter, between October 2023 - June 2024.

Lenovo Datacentre Servers & Accessories for Unmanaged Partners (Up to 2 Tickets available)

Spend a minimum of \$15,000 per Quarter, between October 2023 - June 2024.

### Eligibility:

- a. Valid for SMB Transactional Management (TM) transactions only.
- b. Partner must spend the minimum value as specified in each Ticket Category during the Campaign Period.

## Prize

There will be 12 winners. The participant's organisation owner or senior management reserves the right to select who from their organization will be delegated to receive the prize.

- The full itinerary will be available upon announcement of winners.
- The prize includes flights, accommodation, transfer and some meals according to the itinerary.
- Spending money, meals that are not part of the itinerary, taxes, insurance, passports, visas, vaccinations, additional transfers, items of a personal nature, in-room charges and all other ancillary costs other than as set out above are not included in the prize.
- The winning participant(s) agree to accept any Fringe Benefits Tax (FBT) liability on behalf of their employees.
- The program prizes are not refundable, replaceable, or transferable for cash, credit, or other prizes under any circumstances.
- The reseller organisation or any other approved third party may claim the prize on behalf of the participant. Prizes awarded under the program may not be re-sold, bartered, or exchanged for other goods or services. All prizes are subject to availability. Prizes in the program are subject to change due

to unforeseen circumstances. Prizes have no cash value and may not be redeemed for cash or its equivalent. Prizes are not transferable in any other way.

- Winners acknowledge that they travel at their own risk.
- Dicker Data will not compensate winners or resellers for any unforeseen circumstances, losses or delays incurred by the foregoing.
- Travel and health insurance is the responsibility of each winner.

## **Program Termination**

Unless an earlier termination or cancellation is provided herein, Dicker Data has the right to terminate the program by providing written notice to all participants two (2) weeks in advance. Dicker Data will send an email communication to all program participants. Any questions may be directed to your Dicker Data account Representative.

## **Use of Personal Information**

Personal information submitted while participating in the program will be used to contact potential winners. Personal information means any information that may be used to identify the individual making the entry including, but not limited to, a first and last name, an email address, a home, postal or other physical address, other contact information, a title, a birth date, such individual's gender, occupation or industry, or other information needed to meet the obligations of the program.

Participants accept the terms and conditions of this program. The Participant grants to Dicker Data an irrevocable right to print, reproduce, publish, use, edit, adapt, display, broadcast and/or modify worldwide in any way, in any and all media, now known or hereinafter developed (without compensation to participant), including, but not limited to, the World Wide Web and the Internet, at any time(s), the winner's name and logos, and the name, portrait, picture, likeness, and biographical information of the individual who entered on behalf of the winner, as news, information and for advertising and promotional purposes without additional compensation or review. The Participants must obtain the relevant consents from such individuals for Dicker Data to use their personal information for the purposes described under these terms and will indemnify, release and hold harmless Dicker Data and its officers, directors, employees, representatives, contractors and agents from any losses, damages or expenses suffered in relation to a breach of the above. By accepting these terms and conditions, the participants agree to receive future communications regarding upcoming Dicker Data promotions and other general communications.

## **Miscellaneous**

Without limiting the foregoing, participants also acknowledge and agree to the following:

Dicker Data reserves the right to disqualify any participant if Dicker Data determines that participant is ineligible, or if participant's participation in the program or receipt of a prize violates the relevant country, federal, territorial or provincial laws, or these Program Terms. Likewise, Dicker Data reserves the right: (a) to disqualify any participant Dicker Data suspects of fraud, abuse or other unlawful conduct; and (b) to disqualify any participant who Dicker Data believes has purchased products in violation of Dicker Data distribution channel policies.

Neither Dicker Data, its fulfilment house(s), prize suppliers/merchants, nor other Dicker Data authorized representatives will be responsible for lost, late, damaged, destroyed, undelivered, incomplete, invalid, illegible, fraudulent, or misdirected communications, or any other information supplied or received hereunder; for failed, partial, or garbled computer transmissions; or for technical failures of any kind, including but not limited to electronic malfunctioning of any network, hardware, software, electronic, or human error that may occur in relation to this program, including but not limited to any information used or exchanged in this program.

By participating in this program, participants agree to indemnify, release and hold harmless each of Dicker Data, its fulfilment house(s), prize suppliers/merchants, Dicker Data authorized representatives, their respective subsidiaries, divisions, related companies, and all of their respective officers, directors, employees, representatives, contractors and agents, from and against, any and all alleged and actual claims and causes of action whatsoever Participant, or any of its respective officers, directors, employees, representatives, contractors and agents may have, or which may arise, against any of them for any loss and liability for any matter, cause or thing whatsoever, including but not limited to any personal injury, bodily injury (including but not limited to wrongful death), property damage, or loss or damage of any other kind, whether direct, compensatory, incidental or consequential, arising in whole or in part, directly or indirectly, from participant's participation in the program and/or program related activities, acceptance, possession, use or misuse of a prize in the program, and any loss, destruction, delay, interruption, modification or cancellation of all or any element of the program for any reason, including without limitation strikes, boycotts, war, acts of God, labour troubles, riots, delays of commercial carriers, restraints of public authority, epidemics, pandemics or for any other reason, similar or dissimilar, beyond the reasonable control of Dicker Data ("Force Majeure Events"). In the event of a Force Majeure Event or any state or federal government restrictions due to COVID-19, Dicker Data will have the right to change the date, location, or other details relating to the promotion or delay or cancel the promotion and will notify participants of the same. Dicker Data will also have the right to require participants to provide adequate proof of full vaccination for the purposes of the program and shall exercise absolute discretion in determining whether a participant is permitted to partake in the promotion based on its vaccination history.

Dicker Data reserves the right, at its sole discretion, to modify, cancel or suspend the program should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Dicker Data, in the company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the program.

Nothing contained in these terms and conditions shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as joint-ventures, principal and agent, employer and employee, co-owners or participants in a joint undertaking; or (iii) allow participant to create or assume any obligation on behalf of Dicker Data.

Dicker Data makes no representations or warranties, explicit or implied, in relation to this promotion, including whether it is suitable for a particular purpose, unless provided in writing. To the fullest extent permitted by law, Dicker Data excludes any terms and conditions which would otherwise be implied into these Terms by any statute. The liability of Dicker Data for a breach of a condition or warranty implied into these Terms by the Competition and Consumer Act, 2010 is limited at the option of Dicker Data: if the breach relates to goods, to the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and if the breach relates to services, the supplying of the services again or the payment of the cost of having the services supplied again.

Dicker Data will not be liable to any reseller or nominated attendee for any loss, claim, action, demand, compensation, liability, tax, cost, expense, person injury or damage whatsoever (including but not limited to any direct, indirect or consequential loss or damages and including any legal cost and expense) which is suffered or sustained by any person or entity in connection with this promotion or as a result of accepting or using the prizes, whether as a result of negligence, breach of statute or breach of duty, or otherwise, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

Management, employees or contractors of Dicker Data and their immediate families are not eligible to enter. Please note that Dicker Data is conscious of its obligations under privacy laws to protect your privacy.

## Important Notice

You are solely responsible for confirming that you have your employer's permission to participate in the program. Fringe Benefits Tax is the sole responsibility of the Participant. All Participants are responsible for compliance with any and all laws, rules, regulations, employment, contractual limitations, and employer's policies regarding participant's eligibility to participate and/or receive prize(s) in this and similar programs and promotions. If an individual is participating in violation of their employer's policies, that individual and its employer may be disqualified from this program and/or from receiving a prize. Dicker Data disclaims any and all liability or responsibility for disputes arising between an individual and their employer related to this matter.

Promotional categories are by invitation. Each reseller is invited into a specific category according to their Lenovo AUD revenue baseline historical trends. Each category has an AUD revenue gate that the reseller must exceed before they are eligible to compete.