

Lenovo Promotion Terms and Conditions: Lenovo Legion Gaming Epprenticehship

Introduction

1. LENOVO (AUSTRALIA & NEW ZEALAND) PTY LIMITED™ (ABN 70 112 394 411), of Level 4, 12 Help Street, Chatswood NSW 2067 ("Lenovo") is seeking applicants for the Lenovo Legion Gaming Epprenticeship ("Epprenticeship"), to partake in a unique gaming opportunity and to create and supply to Lenovo exclusive content to promote the Lenovo Legion series.
2. Applicants will apply to Lenovo, and Lenovo will select a successful applicant/s, to participate in the Epprenticeship ("Competition"). Lenovo currently anticipates that any successful applicant to the Epprenticeship will be asked to participate in up to 5 content shoots and 5 media interviews about their experience and associated gaming products between 15th June, 2020 and 15th August, 2020. The participant will be required to use their own materials and record their own content including screen recording gameplay during the period. These will be utilised by Lenovo in marketing materials to promote the Lenovo Legion brand. The intellectual property rights of any content developed in relation to the Lenovo Legion products and the Epprenticeship will be assigned to Lenovo.
3. The successful applicant of the Epprenticeship will also be required to participate in three (3) sessions involving discussions with a trainer in the gaming industry which will be filmed by Lenovo. The applicant will be required to participate in these sessions, making themselves available on weekdays during the campaign period in order to participate in a full day's filming per session (total three days). The applicant agrees to appear in Lenovo marketing materials – filmed during these sessions.
4. Lenovo will seek to engage the successful applicant(s) via the applicant's Australian Business Number ("ABN"), or Australian Company Number ("ACN"), or New Zealand Business Number ("NZBN") using a two part invoice payment with sixty (60) day payment terms. All applicants must have an ABN, ACN or NZBN to be considered for the Epprenticeship.
5. All products are for the purpose of the program, and are not for resale. Successful applicants will be paid \$AUD 5,000 plus GST for the entirety of the process in a pre-agreed payment structure (see clause 4.). Payment of part two of the invoice is contingent on the applicant's completion of the requirements outlined in clause 2.
6. By applying for the Epprenticeship, you agree to these terms and conditions which will be binding between you as the owner and operator of your ABN or ACN and Lenovo. Your participation in the Competition is in consideration for Lenovo allowing you to enter it and giving you the opportunity to win.
7. The Epprenticeship does not constitute any relationship of agency, partnership, apprenticeship, employment or otherwise with Lenovo. You acknowledge and agree that the Epprenticeship is an opportunity given to the successful Competition applicant.
8. No purchase is necessary in order to enter the Competition. There is no fee charged to enter into this Competition other than the cost of you accessing the

Internet which you would otherwise have. Costs of accessing the internet vary and depend on your Internet service provider and plan.

Eligibility

7. You must be aged 18 years or over and a resident of Australia or New Zealand to be eligible to enter. You must have an ABN or ACN. Employees of Lenovo and their immediate families, any business partner associated with the running of this Competition or any of their group companies are not eligible to enter or participate. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Submission of applications

8. The Competition entry period for applications for the Epprenticeship commences on 15th June, 2020 at 8am AEST and concludes on 29th June at 12:01am AEST (“Competition Entry Period”)

9. Applicants may submit one (1) entry to the Competition across the entire Competition Period. Any entries submitted outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.

10. In order to enter the Competition, applicants must complete the following steps during the Competition Period:

(a) Applicants must submit an application in the form of a video audition no longer than 2 minutes. Answering the following question outlined in clause 10(b);

(b) Competition Question: Explain why you are passionate about building a career in gaming and why you deserve the Lenovo Legion Epprenticeship.

11. Applicants will be judged on their passion for a career in gaming and their ability to entertain. These qualities will be judged at the sole and absolute discretion of Lenovo.

12. Each applicant warrants to Lenovo that each comment and any other contents submitted in their entry is an original creative work of the applicant that does not infringe the rights of any third party. Entries that contain prohibited or inappropriate content (determined at the discretion of Lenovo), or are otherwise in breach of these Terms and Conditions will not be eligible to win.

13. There will be one (1) major prize winner during the Competition Period. The nominated major winner will receive, as a gift, Lenovo Legion PC equipment to the value of at least \$2,060 and three sessions with industry trainers.

14. Any images used to promote the Prize are for information only. There is no cash alternative instead of the Prize. The Prize is not transferable or exchangeable.

15. The winner of the Prize will be selected by a panel of representatives from Lenovo (“Panel”). At the end of the Competition Period, the Panel will select a Winner from the entries received during the Competition Period in accordance with clause 8. The Panel’s decision is final and binding. The winner will be announced on

the Lenovo Legion ANZ Twitter Page (<https://twitter.com/lenovolegionanz>) and the Lenovo ANZ Facebook Page competition posts (<https://www.facebook.com/LenovoANZ/>) by 10th July, 2020. and the winner will be contacted via email and their details, including their name and location, may also be posted elsewhere online, at Lenovo's discretion. If a winner does not respond to Lenovo as instructed in their notification message within a week of the date from which they were notified, the Prize will revert to Lenovo and may be awarded to another applicant who satisfies the relevant requirements.

Intellectual property and personal information

16. By participating in the Competition and applying for the Epprenticeship, each applicant consents to Lenovo collecting and processing the personal information they submit to Lenovo, for the purpose of administering the Competition and in accordance with Lenovo's privacy policy located at <https://www.lenovo.com/au/en/privacy/>. Lenovo will only share personal information with third parties, such as service providers and suppliers, as is necessary and for the sole purpose of administering the Competition.

17. Entry into the Competition is conditional on providing the requested personal information. The Privacy Policy also contains information about how applicants may opt out, access, update or correct their Personal Information, how applicants may complain if they believe their privacy rights have been infringed and how those complaints will be dealt with. All entries become the property of Lenovo.

18. Except as otherwise required by applicable law, Lenovo is not responsible for any loss or damage or personal injury associated with an applicant entering into this Competition, the conduct of the Competition or the provision or otherwise of any aspect of any Prize or any act or omission of any other person or party, and all warranties, conditions and representations (of any kind) not expressly set out in these terms and conditions are hereby excluded.

Liability and cancellation

19. Subject to any applicable laws, Lenovo may terminate these terms and conditions, the Competition or any Prize if an applicant does not comply with any of these terms and conditions or are unlikely to do so, if Lenovo decides in its absolute discretion to withdraw the Competition before any winners are notified, or thereafter if any circumstances beyond Lenovo's reasonable control prevent or restrict Lenovo or any other person or party from providing the Prize or any aspect of the Prize.

20. An applicant may not assign or transfer their rights or obligations under these terms and conditions, such as giving a Prize to anyone else, without Lenovo's prior written consent. Lenovo may assign or transfer its rights or obligations, or subcontract its obligations, under these terms and conditions without an applicant's consent.

21. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the terms and conditions will remain in full force and effect.

22. These terms and conditions and all matters arising from or in connection with them are governed by the laws of New South Wales, Australia and the New South Wales courts will have exclusive jurisdiction in the event of any such dispute.

23. Entry and continued participation in the Competition is dependent on applicants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Applicants understand that they are providing their information to Lenovo and not to Facebook. The information an applicant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Competition must be directed to Lenovo and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an applicant, as a result of participating in the Competition (including taking/use of a prize), except for any liability which cannot be excluded by law.

24. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Lenovo, including but not limited to technical difficulties, unauthorised intervention or fraud, Lenovo reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any applicant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

25. Incomplete or indecipherable entries and entries that do not comply in full with these Terms and Conditions will be disqualified.

26. Lenovo reserves the right, at any time, to verify the validity of entries and applicants (including an applicant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who Lenovo has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at Lenovo's discretion. Failure by Lenovo to enforce any of its rights at any stage does not constitute a waiver of those rights. Lenovo's legal rights to recover damages or other compensation from such an offender are reserved.

27. If there is a dispute as to the identity of an applicant, Lenovo reserves the right, in its sole discretion, to determine the identity of the applicant.

28. Lenovo reserves the right to substitute the Prize (or any part thereof) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. If a winner does not claim a Prize by the time specified by Lenovo, the Prize will be forfeited.

29. Any cost associated with accessing Facebook is the applicant's responsibility and is dependent on the Internet service provider used.

30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the

ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”).

31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Lenovo (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under Lenovo’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Lenovo) due to any reason beyond the reasonable control of Lenovo; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or applicant; or (g) taking/use of and/or participation in a Prize.

32. Applicants agree that they are fully responsible for any materials they submit via the Competition including but not limited to responses to the promotional question (“Content”). Lenovo shall not be liable in any way for such Content to the full extent permitted by law. Lenovo may remove or decline to publish any Content without notice for any reason whatsoever. Applicants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that Lenovo may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the applicant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the applicant agrees to indemnify Lenovo for any breach of the above terms.

33. As a condition of entering this Competition, each applicant licenses and grants Lenovo, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restrictions on use, attribution or liability.

34. Applicants consent to Lenovo using their name, likeness, image and/or voice in the event they are a winner (including photographs, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by Lenovo.