

TERMS AND CONDITIONS

“This is Now” Partner Program Sign-Up Contest

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications or documents, including advertising or promotional materials. Participants of the Promotion agree to be bound by these Terms and Conditions.

Definitions

Promoter: LENOVO 18 Bartley Wood Business Park, Hook, RG27 9XA United Kingdom

Reseller: A reseller company with a valid Lenovo Partner Network Agreement (the “Agreement” or “LPNA”).

1. DESCRIPTION & REGISTRATION FOR “THIS IS NOW NEW SIGN-UP CONTEST” (the “Promotion”)

This Promotion is open to resellers that register to become a partner and sign the Lenovo Partner Network Agreement (LPNA) and Special Bid Addendum on lenovopartner.com between October 15th, 2019 (00:00 CET) and December 31st (24:00 CET) and which are located in Germany, Switzerland, Austria, Benelux, Norway, Denmark, Finland, United Kingdom, Ireland, Iceland, Spain, Italy, France, Portugal, Czech Republic, Slovakia, Serbia, Slovenia, Poland, Greece, Romania, Bulgaria, Croatia, Hungary, Algeria, Egypt, Jordan, Kenya, Saudi Arabia, Kuwait, Lebanon, Morocco, Nigeria, Pakistan, Qatar, South Africa, Tunisia, United Arab Emirates, Turkey.

- 1.1. Employees, officers, and directors of Lenovo, its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director; employees of predominantly (50% or more) state-owned entities or governmental bodies, or any employees thereof and Lenovo authorised
- 1.2. Lenovo authorised distributors are not eligible for this Promotion.

2. HOW TO PARTICIPATE

- 2.1. Join the Lenovo Partner Engage Program and sign the LPNA and Special Bid Addendum via www.lenovopartner.com as a new partner until December 31st (24:00 CET). Once the application has been verified, the reseller is eligible to participate in the Promotion.
- 2.2. These partners will be classed as “New” partners and will be automatically eligible for entry into this Promotion.
- 2.3. Winners of the ‘Grand Prize’ of in total five (5) Lenovo ThinkBook 13s, each worth around 1,000 EUR, will be selected at random from all new partner registrations within the contest period, via a prize draw to be held after the Promotion Period.

3. MANAGEMENT OF THE CONTEST

- 3.1. By participating in this Contest, Eligible Participants agree to receive email and phone communications from Lenovo about this Contest.
- 3.2. Lenovo is the owner of the database where Eligible Participant details will be registered and stored for this Contest. Only Lenovo and its management agency [Twogether Creative Ltd, Globe House, 3rd Avenue, Globe Park, Marlow, SL7 1EY] appointed to manage this Contest will contact the Participants and individuals concerned about this Contest.

4. PRIZE DESCRIPTION

- 4.1. Lenovo will draw at random one winner per eligible region after the Promotion Period ends (December 31st 2019). The prize value is €1,000 (Euro 1,000). The winner will be contacted by 31/01/20.
- 4.2. Receipt of the Prize is contingent upon the Participant's, Winner's and Eligible Participant's compliance with these Terms & Conditions.
- 4.3. The Prize is non-refundable (for money or otherwise), non-transferable, and may expressly not be sold. There is no cash alternative.
- 4.4. The Prize is subject to availability. If the product, or any element thereof, should become unavailable for any reason, Lenovo reserves the right to substitute it with another one of equal or greater value.
- 4.5. Winners of this Contest will be notified via email by Lenovo, or its management agency (Twogether Creative Ltd) on or before 31/01/20.
- 4.6. Lenovo shall have no liability to any participant, or any third party arising from, or in connection with this Contest. To the fullest permissible under applicable law, Lenovo accepts no liability for any aspect of the Prize or the Winner before, during and after the event.

5. ADDITIONAL INFORMATION

- 5.1. You accept the terms and conditions of this Contest as stated here by participating in the "This is Now" Partner Program Sign-Up Contest
- 5.2. The Contest is subject to English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes in relation to it.
- 5.3. The promoter is Lenovo.
- 5.4. Lenovo reserves the right to modify or withdraw this Contest at any time. All participants will be notified by email in case any changes to these terms and conditions of the Contest occur. An email will also be sent to participants in case of withdrawal of the Contest.
- 5.5. This Contest and/or the terms and conditions herein are void where prohibited, restricted or taxed.
- 5.6. The decision of Lenovo in relation to any aspect of this Promotion is final and binding.
- 5.7. Any liability to tax is entirely the responsibility of the winning Reseller or individual.
- 5.8. This is Now New Sign-Up Contest details can be accessed on www.lenovopartner.com.
- 5.9. To qualify for any Prize the winning Eligible Reseller MUST sign up as a business partner on www.lenovopartner.com between October 15th (00:00 CET) until 31st December, 2019 (24:00 CET).

5.10. The decision of Lenovo in relation to any aspect of this Contest is final and binding.

5.12 Any liability to tax is entirely the responsibility of the winning Reseller or individual.

General Conditions

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in their sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes according to the criteria set forth above with reference to achievement against targets up to the time of the impairment. The Sponsor reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person or entity to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY

By participating in the Promotion, Entrants agree to release and hold harmless the Sponsor, their related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to:

- (a) unauthorised human intervention in the Promotion;
- (b) technical errors related to computers, servers, providers, or telephone or network lines;
- (c) printing errors;
- (d) lost, late, postage-due, misdirected, or undeliverable mail;
- (e) errors in the administration of the Promotion or the processing of entries;
- (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

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