

## “INGRAM MICRO AND LENOVO FORD MUSTANG” PROMOTION

### Amended MAJOR PRIZE TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in the Ingram Micro and Lenovo Ford Mustang Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. The promoter is Ingram Micro Pty Ltd (ABN 45 112 487 966) of 61 Dunning Avenue, Rosebery NSW 2018, telephone (02) 9381 6000 (“**Promoter**”).
3. The Promotion is not associated with Ford Motor Company, except the prize being a Ford Mustang 2021 2 Door Fastback GT 5.0L V8 6Speed Manual.
4. Entry is only open to commercial businesses located in Australia that are an authorised reseller of the Promoter’s products (each an “**Eligible Business**”).
5. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. 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.
6. The Promotion commences on 01/07/2020 and ends at 11:59pm AEST on 25/06/2021 (“**Promotional Period**”).
7. An eligible product is any Lenovo TM PCG (Lenovo Transactional Management PC Group; desktops, notebooks, smart devices, workstations, accessories, and warranties) product (“**Eligible Product**”).
8. An Eligible Business makes a qualifying purchase if an authorised representative (aged 18 years or over) of the Eligible Business, on behalf of the Eligible Business, purchases an Eligible Product through the Promoter during the Promotional Period (“**Qualifying Purchase**”). Orders must be placed and invoiced during the Promotional Period in order to constitute a Qualifying Purchase. Incomplete or cancelled orders will be deemed invalid and will not constitute a Qualifying Purchase.
9. For an Eligible Business to receive an automatic entry into the draw for the Major Prize (see clause 13 below), it must satisfy all of the following criteria:
  - a. The Eligible Business must complete and submit the entry form on the promotional website (“**Promotional Website**”), which must be received by the Promoter within the Promotional Period; **AND**
  - b. The Eligible Business must spend a minimum of AUD\$95,000 excl. GST every quarter throughout the Promotional Period on Qualifying Purchases; **AND**
  - c. The Eligible Business must be one of:
    - i. the top three (3) accounts that spend AUD\$500,000 excl. GST or more every quarter throughout the Promotional Period on Qualifying Purchases; or
    - ii. the top three (3) accounts that spend AUD\$200,000 excl. GST or more (but less than AUD\$500,000 excl. GST) every quarter throughout the Promotional Period on Qualifying Purchases; or
    - iii. the top three (3) accounts that spend AUD\$100,000 excl. GST or more (but less than AUD\$200,000 excl. GST) every quarter throughout the Promotional Period on Qualifying Purchases; or
    - iv. the top three (3) accounts that spend AUD\$50,000 excl. GST or more (but less than AUD\$100,000 excl. GST) every quarter throughout the Promotional Period on Qualifying Purchases.

10. The “top three (3) accounts” in paragraphs 9.c.i to 9.c.iv above means the three (3) highest-spending Eligible Businesses in each category, which will be determined by the Promoter based on the GST-exclusive amount spent by Eligible Businesses on Qualifying Purchases during the Promotional Period.
11. A minimum of nine (9) and a maximum of twelve (12) Eligible Businesses will be eligible to receive an automatic entry into the draw for the Major Prize.
12. An Eligible Business that satisfies the criteria at clause 9 above will receive only one (1) entry into the draw for the Major Prize.
13. The first one (1) valid entry drawn will win a Ford Mustang 2021 2 Door Fastback GT 5.0L V8 6Speed Manual valued at RRP driveaway price of AUD\$69,000.00 excl. GST (“**Major Prize**”). Motor vehicle insurance, registration, and other on-road costs are not included in any prize.
14. All prizes will be made available on an “as is” basis. The Promoter makes no warranty as to the quality, adequacy, fitness (for any purpose) or suitability of any prize.
15. Any prize won by an Eligible Business will be awarded to the manager/owner or other nominated representative (aged 18 years or over) of the Eligible Business who may allocate the prize to any employee (aged 18 years or over) of that Eligible Business in their absolute discretion. The Promoter takes no responsibility for any such arrangement.
16. Any FBT liability is the responsibility of the manager/owner of the Eligible Business or employee of the Eligible Business. The Promoter is not liable nor responsible for FBT.
17. Eligible Businesses must retain their original invoice(s) for all Qualifying Purchases as proof of purchase. Failure to produce the proof of purchase for all Qualifying Purchases when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Business’ entry and forfeiture of any right to a prize. Invoice(s) must clearly specify the amount spent on Eligible Products, and that the purchase was made during the Promotional Period.
18. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses, and reserves the right, in its sole discretion, to disqualify any Eligible Business that the Promoter 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 Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
19. The draw will take place (using an electronic drawing system) at Sparke Helmore Lawyers, Level 29 MLC Centre, 19 Martin Place, Sydney NSW 2000 on 01/07/2021 at around 12:00pm AEST (“**Draw**”). The Promoter may draw additional reserve entries and record them, in order, in case an invalid entry or ineligible entrant is drawn. The winner will be notified (by the contact details provided by the winner to the Promoter) in writing, including details of how to collect the prize, within fourteen (14) days of the draw, and their name will be published at <https://www.linkedin.com/company/ingram-micro/> by 16/07/2021. The promoter may also publish the name of the winner through marketing activities including but not limited to, electronic direct mail, banners on <https://au.ingrammicro.com/> and banner posts on LinkedIn. In the event a winner is from South Australia, their name will be published in The Advertiser on 16/07/2021.
20. The Promoter’s decision is final and no correspondence will be entered into.
21. Subject to clause 25 below, if for any reason a winning Eligible Business does not take a prize by the time stipulated by the Promoter (which shall be no less than three (3) months from the time of the draw), then the prize will be forfeited.

22. If a prize is unavailable, the Promoter reserves the right to, at its discretion, substitute the prize with a prize of equal value and/or specification, to the extent permitted by law and subject to any written directions from a regulatory authority.
23. The total prize pool value for the draw is AUD\$69,000.00 excl. GST.
24. Prizes are not transferable or exchangeable and cannot be taken as cash.
25. A draw for any unclaimed prize may take place on 01/10/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified (by the contact details provided by the winner to the Promoter) in writing, including details of how to collect the prize, within fourteen (14) days of the draw, and their name will be published at <https://www.linkedin.com/company/ingram-micro/> by 18/10/2021. The name of the winner may also be published through marketing activities including, but not limited to, electronic direct mail, banners on <https://au.ingrammicro.com/> and banner posts on LinkedIn. In the event a winner is from South Australia, their name will be published in The Advertiser on 18/10/2021.
26. By entering into the draw, each Eligible Business agrees that its name, business name and/or Ingram Micro account number may be published on the Promotional Website, and via electronic direct mail, LinkedIn and/or any other platform, digital or print, at the discretion of the Promoter, for the purpose of conducting this Promotion and otherwise for promotional, marketing, and/or publicity purposes.
27. If this Promotion 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
28. Any cost associated with accessing the Promotional Website is the entrant's responsibility and is dependent on the Internet service provider used.
29. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees provided under the Competition and Consumer Act, nor any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (howsoever arising, including by 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 or in connection with the Promotion, or these Terms and Conditions.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (howsoever arising, including by 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 or in connection with: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any failure of the Promoter to do any thing because of an event beyond the reasonable control of the Promoter, including any act of God, epidemic (including COVID-19), or government order; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or Eligible Business; or (g) any use of a prize.

31. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and associated events (including webinars and physical events) and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://au.ingrammicro.com/Pages/PrivacyPolicy.aspx>. In addition to any use that may be outlined in the Promoter's Privacy Policy, and otherwise in these Terms and Conditions, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing (including direct marketing), publicity, research and profiling purposes, including sending electronic messages or telephoning an individual. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to companies located outside Australia (see the Promoter's Privacy Policy for details).

**NSW Permit No. LTPS/20/44186 ACT Permit No. ACT TP 20/00816.1 SA Licence No. T20/718**