

## “INGRAM MICRO AND LENOVO FORD MUSTANG” PROMOTION

### Amended MINOR 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 “**Major Prize**” being a Ford Mustang 2021 2 Door Fastback GT 5.0L V8 6Speed Manual. The winner of the Major Prize will be determined by draw, in accordance with the *Major Prize Terms and Conditions* at <https://ingrammarketing.com.au/LenovoMustang>.
4. The “**Minor Prizes**” in this Promotion are the prizes set out at clause 12 below (and substitutes for those prizes, if any). The winner of each Minor Prize will be determined by the criteria set out at clause 12 below, and will involve no element of chance.
5. The *Major Prize Terms and Conditions* do not apply to the Minor Prizes.
6. Entry is only open to commercial businesses located in Australia that are an authorised reseller of the Promoter’s products (each an “**Eligible Business**”).
7. 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.
8. The Promotion commences on 01/07/2020 and ends at 11:59pm AEST on 25/06/2021 (“**Promotional Period**”).
9. A “**Minor Prize Eligible Product**” means, in respect of a Minor Prize:
  - a. any product(s) specified as such for that Minor Prize (see paragraphs 12.e to 12.h below); or
  - b. in the absence of any contrary provision – any “**Lenovo TM PCG**” (Lenovo Transactional Management PC Group: Desktops, Notebooks, Smart Devices, Workstations, Accessories, and Warranties) product.
10. In respect of a Minor Prize, 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 a Minor Prize Eligible Product (as defined for that Minor Prize) through the Promoter during the Promotional Period (“**Minor Prize Qualifying Purchase**”). Orders must be placed and invoiced during the Promotional Period in order to constitute a Minor Prize Qualifying Purchase. Incomplete or cancelled orders will be deemed invalid and will not constitute a Minor Prize Qualifying Purchase.
11. For an Eligible Business to enter the Promotion and be eligible to win a Minor Prize or the Major Prize (subject to the *Major Prize Terms and Conditions*), it must complete and submit the entry form on the promotional website (“**Promotional Website**”), which must be received by the Promoter within the Promotional Period. For clarity, any entry received by the Promoter after the Promotional Period will be invalid.

12. The Minor Prizes will be awarded according to the following criteria:

**a. AUD\$500,000 Spend**

Of the top three (3) accounts that spend AUD\$500,000 excl. GST or more every quarter throughout the Promotional Period on Minor Prize Qualifying Purchases:

- i. the first ranked account will win a prize valued at AUD\$10,000 excl. GST;
- ii. the second and third ranked accounts will **each** win a prize valued at AUD\$2,000 excl. GST.

**b. AUD\$200,000 Spend**

Of 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 Minor Prize Qualifying Purchases:

- i. the first ranked account will win a prize valued at AUD\$8,000 excl. GST;
- ii. the second and third ranked accounts will **each** win a prize valued at AUD\$2,000 excl. GST each.

**c. AUD\$100,000 Spend**

Of 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 Minor Prize Qualifying Purchases:

- i. the first ranked account will win a prize valued at AUD\$5,000 excl. GST;
- ii. the second and third ranked accounts will **each** win a prize valued at AUD\$1,000 excl. GST each.

**d. AUD\$50,000 Spend**

Of 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 Minor Prize Qualifying Purchases:

- i. the first ranked account will win a prize valued at AUD\$5,000 excl. GST;
- ii. the second and third ranked accounts will **each** win a prize valued at AUD\$1,000 excl. GST.

**e. Highest TM Workstations Champion**

For the purpose of this paragraph 12.e, a **Minor Prize Eligible Product** is any Lenovo TM PCG workstation product.

The "*Highest TM Workstations Champion*", being the top one (1) account based on Minor Prize Qualifying Purchases made during the Promotional Period, will win a prize valued at AUD\$4,000 excl. GST

**f. Highest TM LCD Purchased Champion**

For the purpose of this paragraph 12.f, a **Minor Prize Eligible Product** is any Lenovo TM PCG Liquid Crystal Display ("LCD") product.

The "*Highest TM LCD Purchased Champion*", being the top one (1) account based on Minor Prize Qualifying Purchases made during the Promotional Period, will win a prize valued at AUD\$4,000 excl. GST

**g. Highest TM Warranties + Options Champion**

For the purpose of this paragraph 12.g, a **Minor Prize Eligible Product** is any Lenovo TM PCG warranties or options product.

The “*Highest TM Warranties + Options Champion*”, being the top one (1) account based on Minor Prize Qualifying Purchases made during the Promotional Period, will win a prize valued at AUD\$4,000 excl. GST.

**h. Highest TM Revenue on DCG Champion**

For this purpose of this paragraph 12.h, a **Minor Prize Eligible Product** is any Lenovo TM DCG (Lenovo Transactional Management Data Centre Group; Server, Storage, Warranties and Maintenance) product.

The “*Highest TM Revenue on DCG Champion*”, being the top one (1) account based on Minor Prize Qualifying Purchases made during the Promotional Period will win a prize valued at AUD\$10,000 excl. GST.

**i. Top Unmanaged Accounts**

Of the top three (3) unmanaged accounts (meaning those accounts deemed by Lenovo to be “unmanaged”) that spend at least AUD\$10,000 excl. GST every quarter throughout the Promotional Period on Minor Prize Qualifying Purchases:

- i. the first ranked account will win a prize valued at AUD\$5,000 excl. GST;
- ii. the second and third ranked accounts will each win a prize valued at AUD\$1,000 excl. GST.

**j. Top New or Reactivated Accounts**

The top two (2) new or reactivated accounts that spend at least AUD\$5,000 excl. GST every quarter throughout the Promotional Period on Minor Prize Qualifying Purchases will **each** win a prize valued at AUD\$2,000 excl. GST.

13. The “top” account(s) in each paragraph of clause 12 above means the highest-spending Eligible Businesses(es) in each category (among those Eligible Businesses that have validly entered the Promotion under clause 11 above, and whose entry is not otherwise deemed invalid or disqualified under these Terms and Conditions, including clause 16 below), which will be determined by the Promoter based on the GST-exclusive amount spent by Eligible Businesses on Minor Prize Qualifying Purchases during the Promotional Period. Eligible Businesses may be listed and ranked on a leader board published on the Promotional Website. The Promoter may update the leader board from time to time throughout the Promotional Period, but makes no warranty as to the truth, accuracy or currency of any information on the leader board.
14. The total prize pool value of the Minor Prizes is AUD\$73,000 excl. GST.
15. An Eligible Business may win both the Major Prize and a Minor Prize.
16. An Eligible Business may win only one (1) Minor Prize. If an Eligible Business satisfies the criteria for more than one Minor Prize, then it will win the one (1) Minor Prize (for which it is eligible) which:
  - a. is of the highest value (based on recommended retail price in AUD excl. GST); and
  - b. if there are two or more Minor Prizes of equal highest value – appears first according to the order of paragraphs in clause 12,and will be disqualified from all other Minor Prizes.
17. 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.
18. Any prize won by an Eligible Business will be awarded to the manager/owner of (or other authorised representative nominated by) the Eligible Business (aged 18 years or over) who may allocate the prize to any employee of that Eligible Business (aged 18 years or over) in their absolute discretion. The Promoter takes no responsibility for any such arrangement.

19. 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.
20. Eligible Businesses must retain their original invoice(s) for all Minor Prize Qualifying Purchases as proof of purchase. Failure to produce the proof of purchase for all Minor Prize 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 Minor Prize Eligible Products, and that the purchase was made during the Promotional Period.
21. The Promoter reserves the right, at any time, to verify the validity of entries, Minor Prize Qualifying Purchases, 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.
22. The winners of the Minor Prizes will be announced at the giveaway event to be held in July 2021 ("**Giveaway Event**") (details to be announced). The Promoter may record the ranking of additional reserve entries according to the criteria for each Minor Prize at clause 12, in order, in case an invalid entry or ineligible entrant is declared to be a winner of any Minor Prize. Each winner will be notified live during the Giveaway Event, if present. Each winner will also be notified (by the contact details provided by the winner to the Promoter) in writing, including details of how to collect the prize, within two (2) business days of the Giveaway Event. The promoter may also publish the name of each winner through marketing activities including but not limited to, electronic direct mail, banners on <https://au.ingrammicro.com/> and banner posts on LinkedIn.
23. The Promoter's decision is final and no correspondence will be entered into.
24. If for any reason a winning Eligible Business does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
25. 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.
26. Prizes are not transferable or exchangeable and cannot be taken as cash.
27. By participating in the Promotion, 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.
28. 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) to modify, suspend, terminate or cancel the Promotion in respect of the Minor Prizes, as appropriate.
29. Any cost associated with accessing the Promotional Website is the entrant'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 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.

31. 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.
32. 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).
33. The Promoter reserves the right to update these Terms and Conditions at any time, and will use reasonable endeavours to provide reasonable notice of any change to all Promotion entrants. The most current version of the Terms and Conditions will be made available on the Promotional Website.

Date: 16 March 2021