

DYNABOOK REWARDS PROMOTION
TERMS AND CONDITIONS

Promoter

1. The promoter of this promotion is Dynabook ANZ Pty Limited (ABN 66 613 916 957) of Level 2/2 Julius Avenue, North Ryde, NSW, 2113 (“**Promoter**”). Any queries relating to this promotion should be made via email to: dynabookrewards@212f.com.au

Eligibility Criteria

- 2a. Participation is only open to Australian and New Zealand residents who are employed to work at an authorised Dynabook Reseller in Australia or New Zealand at the time Registration is completed (defined below) and continue to be employed by that authorised Reseller on the day that the promotion ends. The promotion end date is 31/12/2021. Any person wishing to participate under the age of 18 years must have permission from their parent/legal guardian to participate in this promotion, and the promoter may at its discretion request proof of such permission.
- 2b. Entries received by Dynabook as part of this promotion will be checked and validated. Entries submitted by Reseller employees that are not in a direct sales or business development role will be treated as incomplete and will not earn a reward. Dynabook ANZ Pty Limited has the right to remove the Reseller business from this and any future promotion if this is proven to be taking place.
- 2c. Eligible Dynabook products sold must be purchased from Dynabook ANZ Pty Limited direct (which may exclude some EPR business as directed by a Dynabook representative) or purchased from a Dynabook Authorised Distributor (Datacom, CDM, Centrecom, TLC NZ, Lexel, Cyclone, Fujitsu and resellers who buy through Distribution: Dicker Data and Ingram Micro ANZ.).
- 2d. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to participate. Immediate family means, but is not limited to, 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 first cousin. The Promoter reserves the right to determine whether a particular person is an immediate family member in the event of any dispute.

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- 2e.. Other exemptions to participate in this promotion include: Sales made to other resellers, retailers and/or channel partners; “SNAP” education sales, and Refurbished products. Refurbished products are denoted by a “B” on the end of the part number. Only one BDM can claim per approved EPR unless at Dynabook’s sole discretion, and where their approval is given.

Registration

3. To participate, eligible individuals must visit www.dynabook-rewards.com.au or www.dynabook-rewards.co.nz, follow the prompts to the promotion registration page, input the requested personal details (including but not limited to their full name, the details of the Reseller at which they are employed, and a valid email address (which they will be able to use as a unique user name)), create a password, and submit the fully completed registration form. This “**Registration**” needs to be submitted between 12:00am on 01/07/2021 and 11:59pm AEDST on 31/12/2021. Claimants are responsible at all times to ensure they adhere to internal company policies regarding participation in the promotion.
4. Only one (1) Registration is permitted per person with a maximum claims limit of \$5,000 AUD in Australia and \$5,000 NZD in New Zealand per claimant during the promotional period.

Earning Dollars

5. Once a Registration has been completed, individuals can earn reward dollars (“**Dollars**”) by completing any of the following activities:
- Sell 10-50 units of Dynabook mobile computers to one end user customer in a single transaction of an order (outlined in the table below) from an authorised reseller to end-user customer (between 01/07/2021 and 11:59pm AEDST on 31/12/2021):
 - Sell 100-200 units of Dynabook mobile computers to one end user customer in an order (outlined in the table below) in a single transaction at the company at which they are employed to work between launch date and 11:59pm AEDST on 31/12/2021 (“**Eligible Sale**”); and then
 - Register their Eligible Sale by visiting www.dynabook-rewards.com.au or www.dynabook-rewards.co.nz, following the prompts to the sales registration page, logging in using their unique user name and password, inputting the requested details (including

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but not limited to the a “Valid Tax Invoice” for the Eligible Sale and the details of the Eligible Product(s) sold) and submit the fully completed sales registration form so it is received by 11:59pm AEST on 14/01/2022 (“**Sales Record**”). The participant will then receive the amount of Dollars (\$) corresponding to the Promoter’s Eligible Product(s) sold in the Eligible Sale, as outlined in the table below. All claims for eligible products sold between the eligible sales period must be submitted with supporting information by 11:59pm AEST 14/01/2022.

NOTE: A “Valid Tax Invoice” means a receipted tax invoice from a Dynabook Authorised Reseller to a customer / end user that meets the requirements of the ‘Australian’ or ‘New Zealand’ relevant tax legislation. Handwritten Tax Invoices and delivery dockets are not accepted and those claims will be declined.

7. Reward \$’s (dollars) are paid on to a Dynabook Prepaid Visa Gift Card at the completion of the program.
8. Dynabook Prepaid Visa Gift cards will be posted to the address provided upon registration to the Dynabook Rewards program. It is advised to always use a business address where possible
9. The Dynabook Prepaid Gift card is bound by Visa’s specific terms and conditions and all participants should refer to the Visa Cardholder Terms & Conditions when supplied with a card. Terms and Conditions of the Visa card can be found here – [Dynabook Visa Gift Card](#)

General

10. Instructions on how to participate and earn reward dollars form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. With the exception of ordinary Eligible Product discounts, in the form of in-store sales offered by Dynabook ANZ Pty Limited/stockist’s, the promotion is not valid in conjunction with any other promotional offer.
11. The Promoter reserves the right, at any time, to verify the validity of Registrations, Sales Records, Sales claims and participants (including a participant’s identity, age, place of employment and role within the company) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the participation 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.

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12. The Promoter may withdraw eligibility for Reward Dollars in any of the following circumstances: (a) if any Sales Record is found to be fraudulent or have been represented in any way; or (b) if any participant claims Eligible Sale(s) made by another sales team member within the same organization; or (c) leverages a non direct sales colleague to register and claim sales on their behalf to earn more than the threshold amount of \$5000. Proof of sale must be retained and presented upon request from the Promoter. The Promoter reserves the right to request the details of Eligible Sales and proof of sale. By participating in this promotion, eligible individuals accept these full Terms and Conditions and agree to provide the Promoter, upon request, details of any Eligible Sale transaction to validate that the Eligible Products were on-sold by that individual in accordance with clause 6.II (a) above. All Sales Records will be validated with reporting from Dynabook head office.
13. Incomplete, incorrect or indecipherable Registrations, Sales Records, or Tax Invoices will be deemed invalid, Incomplete transactions, or any other documentation that the Promoter believes is incomplete, incorrect, or indecipherable will be deemed invalid.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. Participants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. 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 participant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the participant's responsibility.
19. 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 similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its

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respective officers, employees and agents) 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 the promotion, regardless of whether the Promoter has previously been advised that such injury, loss, or damage could occur.

20. 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 (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 the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Sales Record or reward 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 variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a participant; or (f) taking/use of a reward, regardless of whether the Promoter has previously been advised that such injury, loss, or damage could occur.
21. The Promoter collects personal information about participants for the purpose of including participants in the promotion. Unless otherwise notified by the participant to the Promoter in writing, in providing their personal details, each participant agrees to the Promoter using their details for an indefinite period for future marketing and publicity purposes, to the extent permitted by the law, and to the Promoter disclosing such information to third parties, including but not limited to its agencies, contractors and service providers, for this purpose. If any information requested is not provided, the participant may not participate in this promotion. All personal details of participants will be stored in a database at the office of the Promoter its agencies. The Promoter will not disclose personal information collected via this promotion overseas. The Promoter is committed to the protection of personal information. A request to access, update or correct any information should be directed to the Promoter in accordance with the Promoter's Privacy Policy. The Privacy Policy also contains details about how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained online at www.dynabook-rewards.com.au or www.dynabook-rewards.co.nz.
22. The laws of Australia apply to this promotion to the exclusion of any other law to Resellers that operate in Australia. Entrants submit to the exclusive jurisdiction of the courts of Australia.

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The laws of New Zealand apply to this promotion to the exclusion of any other law to Resellers that operate in New Zealand. Entrants submit to the exclusive jurisdiction of the courts of New Zealand.

23. The promoter reserves the right to amend / change or cancel this program at any time, and at its sole discretion.
24. Claims can only be submitted by an individual person and not on behalf of a reseller organisation.
25. Any fringe benefit tax liabilities remain the responsibility of the programme participant and not the Promoter.