TERMS & CONDITIONS FOR LENOVO YOGA URBANSCAPES PROMOTION (The "Promotion")

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND LENOVO TECHNOLOGY SDN BHD ("LENOVO") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. Organiser. The Promotion is organised by Lenovo Technology Sdn Bhd.

2. Promotion Period and Submission Deadline:

- Promotion Period ("Promotion Period"): 15th November 2014 to 5th December 2014.
- Purchase Period: 30th November 2014 to 5th December 2014.
- Submission Deadline:

5 th December 2014
19 th December 2014 by 6:00PM

3. Eligibility.

3.1. General Eligibility Requirements

- All residents of Malaysia are eligible to participate in the Promotion.
- If you are below eighteen (18) years of age, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to participate in the Promotion.
- Only individuals are eligible to participate in the Promotion. Groups, organizations and company entries are **not eligible.**

3.2. Not eligible

- The following are not eligible to participate in the Promotion:
 - Employees of Lenovo and its related corporations and their immediate family members.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Promotion.

3.3. Eligible Products

• For the purpose of this Promotion, the following models are individually referred to as "Eligible Lenovo Product":

Eligible Lenovo Tablet		
Lenovo YOGA Tablet 2 Series		
Lenovo YOGA Tablet 2 With Windows (59429328)	Lenovo YOGA Tablet 2 Pro (59429487)	
Eligible Lenovo Notebook		
Lenovo Yoga Series		
Lenovo Yoga 3 Pro 13 (80HE002MMJ)	Lenovo Yoga 3 Pro 13 (80HE002WMJ)	
Lenovo Yoga 3 Pro 13 (80HE005WMJ)		
Lenovo Y Series		
Lenovo Y50-70 (59431495)	Lenovo Y50-70 (59438435)	
Lenovo Y50-70 (59418017)	Lenovo Y50-70 (59438437)	
Lenovo Y50-70 (59422986)	Lenovo Y50-70 (59438433)	
Lenovo Y50-70 (59422939)	Lenovo Y70-70 (80DU0018MJ)	
Lenovo Y70-70 (80DU009JMJ)		

4. Promotion Specifics.

- 4.1. In order to participate in the Promotion, you must:
 - 4.1.1.first pre-order any Lenovo YOGA Tablet 2 Series or Lenovo Yoga Series models listed under the Eligible Lenovo Product, and then purchase the preordered Eligible Lenovo Product from selected authorised Lenovo Exclusive Stores, participating Lenovo reseller OR
 - 4.1.2.purchase any Lenovo Y Series models listed under the Eligible Lenovo Product from selected authorised Lenovo Exclusive Stores or participating Lenovo reseller

For the list of selected authorised Lenovo Exclusive Stores & participating Lenovo reseller, please visit www.facebook.com/lenovoMY.

- 4.2. The Lenovo YOGA Tablet 2 Series or Lenovo Yoga Series models must be preordered within the Promotion Period as indicated in the proof of customer order, and the Lenovo Y Series models must be purchased within the Promotion Period as indicated in the proof of purchase.
- 4.3. Subject always to Clause 4.5 and Clause 5 for every pre-order, then followed by a purchase of any Lenovo YOGA Tablet 2 Series or Lenovo Yoga Series models, or for every purchase of any Lenovo Y Series models listed under Eligible Lenovo Product, you are entitled to one (1) free gift of Urbanscapes Main Show Ticket and one (1) free gift of Lenovo Bluetooth Speaker, one (1) free gift of Urbanscapes Main Show Ticket and one (1) free gift of Samsonite 13" Case T7130s, or one (1) free gift of Urbanscapes Main Show Ticket, one (1) free gift of Diablo® III, and one (1) free gift of RAZER DeathAdder black edition mouse, depending on product purchased.
- 4.4. Full contact details of the **Lenovo YOGA Urbanscapes Program Centre** ("Program Centre") is as follows:

c/o Apostrophe Marketing Communications Sdn Bhd 36-1, Jalan PJU 8/5B, Bandar Damansara Perdana 47820 Petaling Jaya, Selangor Darul Ehsan,

Malaysia.

Contact person: Ms. Chris | Tel: +603 7710 1312 | Fax: +603 7710 7312 | Email: lenovo.urbanscapes@apostrophe.com.my

4.5. Promotion Eligibility

- 4.5.1.To qualify for the redemption of the one (1) free gift of Urbanscapes Main Show Ticket and one (1) free gift of Lenovo Bluetooth Speaker, you will need to preorder any of the Lenovo YOGA Tablet 2 Series models listed under the Eligible Lenovo Product, then purchase the pre-ordered Eligible Lenovo Product, and submit the redemption form following the steps in 4.5.4.
- 4.5.2. To qualify for the redemption of the one (1) free gift of Urbanscapes Main Show Ticket and one (1) free gift of Samsonite 13" Case T7130s, you will need to preorder any of the Lenovo Yoga Series models listed under the Eligible Lenovo Product, then purchase the pre-ordered Eligible Lenovo Product, and following the steps in 4.5.4.
- 4.5.3. To qualify for the redemption of the one (1) free gift of Urbanscapes Main Show Ticket, one (1) free gift of Diablo® III, and one (1) free gift of RAZER DeathAdder black edition mouse, you will need to purchase any of the Lenovo Y Series models listed under the Eligible Lenovo Product, and submit the redemption form following the steps in 4.5.4.

4.5.4. Submission:

Pre-order Lenovo YOGA Tablet 2 with Windows/ Lenovo YOGA Tablet 2 Pro/ Lenovo YOGA 3 Pro

Step 1 Pre-order with a deposit of RM150 to the Lenovo Exclusive Store or participating Lenovo reseller

- Step 2 Lenovo Exclusive Store or participating Lenovo reseller will provide the Urbanscapes ticket and a customer order.
- Step 3 Purchase the pre-ordered Lenovo YOGA Tablet 2 With Windows, Lenovo YOGA Tablet 2 Pro or Lenovo YOGA 3 Pro.
- Step 4 If purchase the pre-ordered Lenovo YOGA Tablet 2 With Windows or YOGA Tablet 2 Pro: Lenovo Exclusive Store or participating Lenovo reseller will provide redemption form.
 If purchase the pre-ordered Lenovo YOGA 3 Pro: Lenovo Exclusive Store or participating reseller: Redeem the Samsonite 13" Case upon purchase from the Lenovo Exclusive Store or participating Lenovo reseller.
- Step 5 Fill in the required particulars in the redemption form, attach a copy of your purchase invoice/receipt and a cutout of your purchase unit serial number and submit via, fax postal mail, or email to the Program Centre.

Purchase Lenovo Y Series

- Step 1 Purchase any eligible Lenovo Y Series model from the Lenovo Exclusive Store or participating Lenovo reseller.
- Step 2 Lenovo Exclusive Store or participating Lenovo reseller will provide the Urbanscapes ticket and redemption form.
- Step 3 Fill in the required particulars in the redemption form, attach a copy of your purchase invoice/receipt and a cutout of your purchase unit serial number and submit via fax, postal mail, or email to the Program Centre.
- 4.5.4. Redemptions will be based on first-come-first-served basis and while stocks last.
- 4.6. The latest date and time of submission must be made by 5th December 2014 for preorder, and 19th December 2014, by 6.00PM for gift redemption.
- 4.7. You must provide the requested personal information. Incomplete submissions will be discarded without prior notice.
- 4.8. You must retain your original paid invoice and/or receipt as proof of purchase. End-User/Purchaser may be required to present original proof of purchase when receiving their gift.

5. Gifts.

Redemption Gifts

- 5.1. Gifts are given strictly on a first-come-first-served basis, and while stocks last only.
- 5.2. The free one (1) Urbanscapes Main Show Ticket and free one (1) Samsonite 13" Case T7130s are to be redeemed from the Lenovo Exclusive Store upon your preorder or purchase of the unit, the free one (1) Lenovo Bluetooth Speaker, free one (1) Diablo® III, and free one (1) RAZER DeathAdder black edition mouse are to be redeemed from the Program Centre.
- 5.3. The free gifts will be determined as follows:

Eligible Lenovo Product	Free Gifts
Lenovo YOGA Tablet 2 Series	
Lenovo YOGA Tablet 2 with Windows (59429328)	One (1) Urbanscapes Main Show Ticket +
Lenovo YOGA Tablet 2 Pro (59429487	One (1) Lenovo Bluetooh Speaker
Lenovo YOGA Series	
Lenovo Yoga 3 Pro 13 (80HE002MMJ)	0 (1) H
Lenovo Yoga 3 Pro 13 (80HE002WMJ)	One (1) Urbanscapes Main Show Ticket + One (1) Samsonite 13" Case T7130s
Lenovo Yoga 3 Pro 13 (80HE005WMJ)	

Lenovo Y Series	
Lenovo Y50-70 (59431495)	
Lenovo Y50-70 (59438435)	
Lenovo Y50-70 (59418017)	
Lenovo Y50-70 (59438437)	One (1) Urbanscapes Main Show Ticket +
Lenovo Y50-70 (59422986)	One (1) Diablo [®] III +
Lenovo Y50-70 (59438433)	One (1) RAZER DeathAdder black edition mouse
Lenovo Y50-70 (59422939)	
Lenovo Y70-70 (80DU0018MJ)	
Lenovo Y70-70 (80DU009JMJ)	

6. How gifts will be notified.

6.1. The eligible recipients of the gifts will be informed by phone or email by the Program Centre.

7. Claiming a gift.

- 7.1. Gifts recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Lenovo, the sponsor of the ticket, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion, and acceptance and/or use of the gift and confirms his/her compliance with the terms and conditions applicable to the gift.
- 7.2. Gifts to recipients will be delivered (date and time to be advised by the Program Centre) to the customers.
- 7.3. Lenovo shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd-party collection, delivery, insurance, etc) to customers who fail to receive the gift either by means of address error by the customer, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.
- 7.4. Gifts that are not delivered within 3 attempts will be forfeited without prior notice.

8. Redemption forms.

- 8.1. Lenovo is not responsible for any printing or typographical errors in any materials or for registrations, redemption forms or submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Promotion. Proof of submission shall not constitute proof of receipt by Lenovo.
- 8.2. If any information provided on an redemption form is found to be misleading or inaccurate, that redemption shall be deemed invalid.
- 9. Goods as gifts. Where the gifts under the Promotion are items/goods, they shall be subject to availability and may not be substituted for cash. Lenovo reserves the right to offer an alternative gift of equivalent monetary value, without prior notice. If gifts involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Lenovo does not accept any responsibility for them. In particular, gifts are provided by Lenovo "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
- **10.** Taxes, etc. Taxes and their levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the gifts shall be fully borne by the winner.

- 11. Your Submission's fitness for publication. By entering the Promotion, you expressly agree that your completed redemption form does not contain any image or content that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that Lenovo may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, national origin or gender, or otherwise unfit for publication. Lenovo shall not be liable in any way for your completed redemption form. Lenovo shall have no obligation to monitor your completed redemption form, but may do so at its own discretion. If, Lenovo, in its sole and absolute discretion, considers your completed redemption form inappropriate or unsuitable for publication, Lenovo may remove your redemption from the Promotion.
- 12. You are prohibited from submitting to this Promotion any images/photos/artwork/music for which you are not the sole and rightful owner. In the event that any third party alleges that any image/photo/artwork/music submitted by you infringes the copyright or other proprietary right of such third party, you shall indemnify the Lenovo (and its affiliates) from and against any and all loss, damage, liability and costs resulting therefrom.
- **13.** All entries become the property of Lenovo. Personal details of the participants collected by Lenovo may also be used for marketing purposes. However, such personal details will be dealt with in accordance with Lenovo's privacy policy. Further information on Lenovo's privacy policy can be obtained from www.lenovo.com/privacy/my/en
- **14.** Limitation of liability. To the maximum extent permitted by law, Lenovo and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accepts no responsibility whatsoever for any liabilities of any kind for any damage to any property that may occur as a consequence of your participation in the Promotion.
- 15. Indemnity. To the maximum extent permitted by law, you undertake to indemnify and keep Lenovo and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Promotion, and/or your use of any gift.
- **16.** Lenovo's decision is final and binding. In the event of any dispute arising from the Promotion, or relating to the interpretation of these Terms and Conditions, the decision of Lenovo on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
- 17. No cheating tolerated. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Lenovo, you will immediately be disqualified from the Promotion. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of Lenovo's websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF LENOVO'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, LENOVO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- **18.** No waiver. Lenovo's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
- **19.** Modification of these Terms and Conditions, etc. Lenovo may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
- **20.** All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
- 21. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
- 22. Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to Lenovo pursuant to this Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. Entries submitted without the personal data required will be discarded. Lenovo may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Lenovo at **lenovomy@lenovo.com**

NOTIS PRIVASI

Data peribadi yang anda beri kepada Lenovo menurut Promosi ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Lenovo mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadkan pemprosesan kami, sila berhubung dengan Lenovo di **lenovomy@lenovo.com**.