

## Lenovo ThinkSmarter Training and Enablement

### Criteria for Participation

The Lenovo ThinkSmarter Training and Enablement Program (the “Promotion”) is open to select resellers and distribution partners appointed by Lenovo.

(“Eligible Distributor or Participants”)

The Promoter is Lenovo PTE Ltd.

### Thresholds

Eligible Partners have been selected by Lenovo in agreement with the Eligible Distributor or Participants at the sole discretion of Lenovo PTE Ltd. The achievement management will be monitored by the Lenovo ThinkSmarter Training and Enablement Platform for the FY23/24 period starting from 01 April 2023 – 31 March 2024.

### Reporting of Revenue

Only the Revenue attendance and pass rate on the Lenovo ThinkSmarter Training and Enablement Program for the specified modules provided quarterly by the Lenovo team and assigned the partner’s company will be counted.

All training must be completed in full no later than the Lenovo ThinkSmarter Training and Enablement Program End Date, and recorded through the platform back-end no later than the campaign end date provided on the program mechanism mailers.

Lenovo accepts no liability for any points earned training attended that do not meet the company allocation set by Lenovo.

### Criteria for Winning the Grand Prize

Eligible Participants that:

#### **1. Lenovo ThinkSmarter Training and Enablement**

- a. To qualify, participants must successfully complete the training, webinars, and quiz sessions in full.
- b. Quiz Attempts and point allocations will be based on first attempt unless the Lenovo ThinkSmarter Training and Enablement team has granted formal permission for additional attempts or resets.
- c. Prizes will be handed out by a Lenovo Representative.
- d. Prizes are non-refundable and cannot be exchanged for cash or other commodity.
- e. Prizes cannot be transferred or signed for by a third party.
- f. Prizes cannot be transferred. If the Eligible Participant does not meet the incentive criteria, then the Eligible Participant is not eligible for any Prize.
- g. All additional charges, including but not limited to, agency fee, courier and manpower charges will be adjusted from the total incentive amount.
- h. Cheating, verbal abuse of employees or staff or exploitation of the program will result in immediate disqualification.
- i. Users email address must be on the database provided by the Participating Partner to qualify for the program.
- j. Lenovo is not responsible for spelling errors associated with databases provided.
- k. Personal email addresses cannot be substituted.

### Additional Incentive Details

The prizes given and all elements thereof are subject to availability.

If a prize, or any element thereof, should become unavailable for any reason, Lenovo reserves the right to substitute it with another one of equal value.

Lenovo reserves the right to amend, modify or withdraw the Promotion at any point in time without prior notice. Lenovo has the right to change the terms and conditions of the Promotion at any time. All participants will be notified by email in case any changes to these terms and conditions of the Promotion occur or in case of withdrawal of the Promotion.

Participation in the Lenovo ThinkSmarter Training and Enablement Platform is at the sole discretion of Lenovo PTY Ltd.

If Lenovo determines that there has been any discrepancy in reporting appropriate adjustments will be made in the Lenovo ThinkSmarter Training and Enablement platform. In the case of a violation by the Eligible Participant, the Eligible Participant may be disqualified from the Promotion.

The award of the voucher is contingent upon the Participant's compliance with these Terms and Conditions. Lenovo will use reasonable endeavours to provide the Prize as described in these terms and conditions but is not responsible if the Prize is not taken by the Winner or if it differs from the description in these terms and conditions.

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 authorized tier one distributors or their employees may not participate in the Lenovo ThinkSmarter Training and Enablement Program in order to gain eligibility to awards.

#### Release and Limitation of Liability

Lenovo shall have no liability to any participant, and participating Eligible Distributors shall indemnify Lenovo against any action, claim, expense or damage brought by a representative or employee of the distributor or Reseller against Lenovo or any third party arising from, or in connection with this Promotion. To the fullest permissible under applicable law, Lenovo accepts no liability for any aspect of the Promotion or the participants before, during and after the Promotion.

The Promotion is subject to English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes in relation to it.

This Promotion and/or the terms and conditions herein are void where prohibited, restricted, or taxed.

Lenovo and Partners will not cover tax liability associated with the Prizes. Any liability to tax is entirely the responsibility of the winning individual.

By participating in the Promotion, the Participant agrees to release and hold harmless Lenovo, its 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 data; or  
(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 voucher. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost voucher earnings, and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

The responsibility for executing the Vouchers will be the marketing agency ("the Agency") that will be appointed by Lenovo. The Agency will defend, hold harmless and indemnify Lenovo and Lenovo's Affiliates from any and all claims and liabilities arising out of the execution of the vouchers (before, during and after its redemption) including, but not limited to, any actual or alleged personal injury, death or property damage. ["Affiliates" means entities that control, are controlled by, or are under common control with Lenovo Pty.]

With respect to any claims arising in relation to any of the Voucher the Agency shall pay all damages and costs including, but not limited to, attorney fees, damage awards, settlement payments, costs of defense, fines, and the cost of Lenovo's and Lenovo's Affiliates' internal resources in handling such claims. Such payment shall be conditioned upon (a) notice by Lenovo to the Agency of such claim, should such claim be first made to Lenovo's knowledge; and (b) cooperation by Lenovo with the Agency, at the Agency's expense, in the defense or settlement thereof.

In no event will Lenovo be liable to any party for any lost revenues, lost profits, incidental, indirect, consequential, and special or punitive damages.

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

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