

Raffle – LenovoPro Switzerland – Terms & Conditions

August 2021

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Entry into this Contest constitutes your acceptance of these Official Rules.

ENTRY PERIOD: This contest period begins 26/08/2021 at 00:00 GMT+2 and ends 23/09/2021 at 11:59 pm GMT+2 ("Entry Period").

WHO MAY ENTER: Contest is open to legal residents of Switzerland ("Territory"), age 18 years or older. PARTICIPATION IS NOT AVAILABLE POSSIBLE TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, individuals employed by Lenovo Group Limited (collectively, "Sponsor"), or their respective affiliated companies, subsidiaries, and/or advertising and promotion agencies at any time during the Entry Period, and members of their immediate family or persons living in the same household, are not eligible.

HOW TO ENTER:

Subject to the rules of engagement, Participant needs to register to LenovoPRO by filling in the correct form and be approved by Lenovo. Only companies registered within Switzerland qualify. Participant will further need to Opt-in to email marketing communications when registering to LenovoPRO.

HOW TO WIN: At 11:59 pm GMT+2 on 23/09/2021, the Entry Period will be closed in its entirety. On or about 24/09/2021, one (1) winner will be selected at random by Lenovo's internal marketing team, one (1) from each pool of Entrants that have correctly registered to LenovoPRO and been considered eligible as per the above conditions.

Limit one prize per person. Note: You are not a winner of any prize until you have been verified as a winner by Lenovo. Decisions of Sponsor are final in all matters relating to this Raffle.

PRIZE:

The prize is a work from home kit worth over CHF 2762.40 including the below:

- X1 Yoga G6 | 20XY003DMZ | CHF 2159.00
- ThinkVision T27i-10 | 61C6MAT1CH | CHF 248.00
- Lenovo Professional Ultraslim Wireless Combo Keyboard and Mouse- Swiss French/German | 4X30T25798 | CHF 90.30
- ThinkPad Thunderbolt 3 Dock Gen 2 | 40AN0135CH | CHF 265.10

Prizes are non-transferable, with no cash redemption or equivalent. Sponsor reserves the right to substitute a prize or prize component of equal or greater value should a prize or any component of a prize become unavailable. Except as specifically provided herein, prize packages do not include insurance, personal expenses, incidental charges, gratuities, or any other items not specifically described in these Official Rules. All applicable taxes and usage charges on prizes are the sole responsibility of the winner. If required by law, Sponsor or its agents shall require payment from winner of taxes to be remitted to the appropriate taxing authorities. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prize awarded.

CLAIMING PRIZE: On 24/09/2021, at or about 15:00 GMT+2 winner will be notified via email. Potential winner has forty-eight (48) hours from the time of contact to confirm & accept the prize. Potential winner may be asked to verify eligibility and sign a Release & Waiver of Liability. Verification must be completed within forty-eight (48) hours of the potential winner notification.

Failure to respond within forty-eight (48) hours of potential winner notification or failure to verify eligibility may result in disqualification and an alternative potential winner may be selected. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or does not comply with Sponsor's instructions, the prize may be forfeited, in Sponsor's sole discretion. If any potential winner forfeits a prize, then the prize may be awarded to an alternate winner, selected by random drawing from the pool of all remaining eligible entries received, as determined by Sponsor in its sole discretion. Each prize will only be awarded to a verified winner. By accepting prize, Entrant consents to Sponsor's use of their name, photograph and/or likeness, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes, including advertising and promotional activities without additional compensation, unless prohibited by law.

MISCELLANEOUS CONDITIONS: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

By participating in this Raffle, Entrants agree to release and hold harmless its respective parent companies, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Raffle or any prize related activities, including but not limited to traveling to or from any prize related activity.

PRIVACY: By participating in this Raffle, Entrants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes as a condition to be eligible for the prize. The participant will be able to withdraw their consent at any time in relation to marketing communications once the raffle is over by unsubscribing from those communication via the "unsubscribe link" or by [submitting a request in the Lenovo Privacy Platform](#).

Lenovo respects your privacy. We will not give any personal contact information provided to us during this Competition to any third party not associated with Lenovo the Competition. Contact details provided and collected will be used solely for winner notification, prize collection and Lenovo marketing activities unless the participant opt-outs after the raffle has concluded.

By entering, a Participant acknowledges that personal information about the Participant will be shared with Lenovo and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.

Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or Lenovo in terms of any applicable consumer and data protection laws.

Your personal information may be shared with third parties in line with Sponsor's Privacy policy which you may review at: <https://www.lenovo.com/us/en/privacy/>.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Raffle, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Raffle, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon

such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Raffle), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Raffle, shall be governed by, and construed in accordance with, the laws of England and Wales without regard to conflicts of laws rules.

General

1. The promoter is Lenovo (Schweiz) GmbH.
2. It is the responsibility of the claimant to provide correct, up-to-date details when participating in the promotion and claiming their Gift. The Promoter cannot be held responsible for claimants failing to supply accurate information which affects their claim or delivery of their Gift.
3. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this offer or accepting or using the Gift, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
4. The Promoter reserves the right to verify all Claims and claimants including but not limited to asking for a proof of purchase or proof of ID (passport or driving licence) and discard the Claim where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the offer, any instructions forming part of this offer's redemption requirements or otherwise where a claimant has gained unfair advantage in participating in the offer using fraudulent means.
5. If for any reason any aspect of this offer is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this offer, the Promoter may in its sole discretion modify or suspend the offer or invalidate any affected Claims. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
6. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware or software failures of any kind which may restrict, delay or prevent a participant's Claim.

7. The Promoter's decision is final with regard to all promotional matters and no correspondence will be entered into.
8. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
9. Any question concerning the legal interpretation of the rules will be based on Swiss Law and the Courts of Switzerland will have exclusive jurisdiction.