

TOSHIBA REWARDS PROMOTION TERMS AND CONDITIONS

Promoter

1. The promoter of this promotion is Toshiba Client Solutions ANZ Pty. Limited (ABN 66 613 916 957) of Building C, 12 – 24 Talavera Road, North Ryde, NSW, 2113 ("**Promoter**"). Any queries relating to this promotion should be made in writing via email to: toshibarewards@2one2f.com

Eligibility Criteria

2. Participation is only open to Australian and New Zealand residents who are employed at an authorised Toshiba Reseller in Australia or New Zealand at the time of completing a Registration (defined below) and are still employed with that authorised Reseller at end program date (15/12/2017). Any person under the age of 18 years must have permission from their parent/legal guardian to participate in this promotion.

Eligible Toshiba products sold must be purchased from Toshiba Client Solutions ANZ Pty. Limited direct (which may exclude some EPR business as directed by a Toshiba representative) or purchased from a Toshiba Authorised Distributor (Ingram Micro Australia, Ingram Micro New Zealand, Dicker Data Australia, Dicker Data New Zealand, Synnex Australia and/or BMS Australia).

- 3a. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to participate. 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 first cousin.
- 3b. Other exemptions to participate in this program include: Sales made to other resellers, retailers and/or channel partners; "SNAP" education sales and NZ All of Government sales.

Registration

4. To be eligible to participate, eligible individuals must visit www.toshiba-rewards.com.au or www.toshiba-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 full completed registration form so it is received between 03/10/2017 and 11:59pm AEDST on 15/12/2017 ("**Registration**"). Claimants are responsible at all times to ensure they adhere to their internal company policies regarding participation in the programme.
5. 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 Points

6. Once a Registration has been completed, individuals can earn points ("**Points**") by completing any of the following activities:
 - I. Sell Eligible Toshiba Notebooks from an authorised reseller to end-user customer (between 03/10/2017 and 11:59pm AEDST on 15/12/2017):
 - a) sell any one (1) or more Eligible Product(s) (outlined in the table below) in a single transaction at the company store at which they are employed between launch date and 11:59pm AEDST on 15/12/2017 ("**Eligible Sale**"); and then

- b) Register their Eligible Sale by visiting www.toshiba-rewards.com.au or www.toshiba-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 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 AEDST on 15/12/2017 ("**Sales Record**"). The participant will then receive the number of Points 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 AEDST 22/12/2017.

NOTE: A "Valid Tax Invoice" means a receipted tax invoice from a Toshiba Authorised Reseller to a customer / end user that meets the requirements of the 'Australian' or 'New Zealand' relevant tax legislation. Hand written Tax Invoices and delivery dockets are not accepted and those claims will be declined.

Eligible Product	Model	Points Earned
Portégé X20	PRT12A-01W006	50
	PRT12A-01V006	
	PRT13A-052002	
	PRT13A-06W002	
	PRT13A-05S002	
	PRT12A-009005	
	PRT12A-00D006	
Portégé X30	PT274A-00F003	50
	PT272A-01R00V	
	PT272A-00X00V	
	PT274A-00E003	
Tecra X40	PT472A-02H01D	50
	PT472A-02F01D	
	PT474A-02N00D	
Portégé Z20	PT16BA-023017	50
	PT16BA-041017	
	PT16BA-00L017	
	PT16AA-01601C	
	PT16AA-04601D	
	PT16BA-05D004	
	PT16BA-05E017	
Portégé Z30	PT243A-0FE07F	50
	PT261A-03Y00E	
	PT261A-02F00E	
	PT261A-01P00E	
	PT263A-0GC00T	
	PT263A-0RP00T	
	PT263A-0RQ00T	
Portégé Z30T	PT263A-0L200T	50
	PT261A-04700E	
Tecra Z40	PT461A-00N006	50
	PT463A-03D00G	
Tecra Z50	PT577A-00L006	50
	PT577A-00V006	
	PS57HA-00K00G	
	PT573A-011003	

Portégé R30	PT365A-02C01F	20
	PT363A-02J00S	
	PT365A-02J01F	
	PT385A-007006	
	PT385A-008006	
	PT383A-009007	
Satellite Pro R50	PS573A-004004	20
	PS573A-005004	
	PS581A-028018	
Tecra A40	PS463A-002002	20
	PS465A-01S013	
	PS483A-008007	
	PS483A-064013	
	PS483A-063013	
Tecra A50	PT644A-0HM069	20
	PS57HA-00L00G	
	PS579A-03G00X	
	PS57BA-00X007	
	PS589A-00K00K	

Redeeming Points

7. Once a participant has accumulated a sufficient number of Points, they may redeem those Points for the reward(s) listed in the table below. To redeem Points for a reward, participants must visit www.toshiba-rewards.com.au or www.toshiba-rewards.co.nz, log in using their unique user name and password, follow the prompts to the reward redemption page, select the reward(s) they would like to use their

Points to redeem, and submit the fully completed reward redemption form so it is received between 03/10/2017 and 11:59pm AEDST on 15/12/2017. Any Points not redeemed for sales made during the applicable sales period (03/10/2017 & 03/10/2017) by 11:59pm AEDST on 22/12/2017 by a participant will be forfeited. Once a relevant number of Points is used to redeem a reward, those Points will be removed from the participant's Points balance.

Reward	Value of Reward (AUD)	Value of Reward (NZD)
1 point	\$1 AUD	\$1 NZD

8. Reward claims will then be processed and fulfilled once verified, with rewards being delivered to the participant's nominated mailing address at the end of the program.

General

9. Instructions on how to participate and the rewards 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 Toshiba Client Solutions ANZ Pty. Limited/stockist's, the promotion is not valid in conjunction with any other promotional offer.
10. The Promoter reserves the right, at any time, to verify the validity of Registrations, Sales Records, Points reward claims and participants (including a participant's identity, age and place of employment) 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.

11. The Promoter may withdraw eligibility for Points in any of the following circumstances: (a) if any Sales Record is found to be fraudulent; or (b) if any participant claims Eligible Sale(s) made by another Shaver Shop team member. 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 6.11 (a) above. All Sales Records will be validated with reporting from Shaver Shop head office.
12. Incomplete, incorrect or indecipherable Registrations, Sales Records, Tax Invoices will be deemed invalid. Incomplete transactions will be deemed invalid.
13. Points are not transferable or exchangeable and cannot be taken as cash.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The rewards are subject to the standard terms and conditions of individual reward and service providers. Standard product warranties apply.
16. If for any reason a participant does not take their selected reward at/by the time stipulated by the Promoter, then the reward will be forfeited.
17. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
18. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. 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.
20. 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.
21. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the Internet service provider used.
22. 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 the ASIC Act or 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 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.
23. 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.

24. 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.toshiba-rewards.com.au or www.toshiba-rewards.co.nz.
25. 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.

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.
26. The promoter reserves the right to amend / change or cancel this program at any time.
27. Claims can only be submitted by an individual person and not on behalf of a reseller organisation.
29. Any fringe benefit tax liabilities remain the responsibility of the programme participant and not the promoter.