

## Microsoft

### Download to Win a Lenovo X1 Carbon Touch Competition

1. Instructions on how to enter form part of the conditions of entry. By participating entrants agree to be bound by these conditions.
2. The promoter is Microsoft Pty Limited, ACN 002 589 460 of 1 Epping Road, North Ryde, New South Wales, 2113.
3. Entry is open to Australian residents who have a Microsoft account. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the promoter to enter into a further agreement as evidence of consent to this promotion. Employees and their immediate families of the promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
4. The promoter reserves the right to verify the validity of entries and to disqualify any entrant who the promoter believes either has tampered with the entry processor has submitted an entry that is not in accordance with these conditions of entry.
5. The competition commences at 12.00am AEST on Wednesday 15<sup>th</sup> May 2013 and closes at 11.59pm AEST on Saturday 15<sup>th</sup> June 2013 (**Promotional Period**). Four entries per email address apply. To enter, an entrant must, during the Promotional Period:
  - a) go to one of the following URLs:  
  
<http://technet.microsoft.com/en-AU/evalcenter/hh670538> (Windows Server 2012); <http://technet.microsoft.com/en-us/evalcenter/hh505660> (System Center 2012 SP1); <http://www.microsoft.com/en-us/server-cloud/hyper-v-server/default.aspx> (Hyper-V Server 2012); or <http://technet.microsoft.com/en-US/evalcenter/hh667640.aspx> (System Center Configuration Manager 2012 and Endpoint Protection 2012 SP1); and
  - b) log in with their Microsoft Account to complete a download of one of the software programs stated in clause 5 (a).
  - c) send a screen-shot of the completed download to [downloadandwin@promtel.com.au](mailto:downloadandwin@promtel.com.au)
6. The first entry randomly drawn from all valid entries received will win one (1) Lenovo X1 Carbon Touch. Total number prizes = 1. Total prize value = \$2780. Prizes are not transferable or exchangeable and are not redeemable for cash.
7. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

8. All entries become the property of the promoter. The promoter's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the promoter. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
9. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The promoter accepts no responsibility for any variation in the value of the prize. The promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
10. The prize will be drawn at 12.00pm (AEST) on Monday 17<sup>th</sup> June 2013 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113. The winner will be contacted in writing via email within two (2) business days of the draw and the name will be published online at <http://aka.ms/downloadtowin> on Monday 24<sup>th</sup> June 2013. The promoter's decision is final and no correspondence will be entered into.
11. There is an equal probability of winning each time you enter. All prizes will be distributed. If necessary, a second draw will be conducted at 12.00pm (AEST) on Monday 16<sup>th</sup> September 2013 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113. The winner will be contacted in writing via email within two (2) business days of the draw to distribute any unclaimed prizes subject to any directions given by any relevant authority. The winner's name will be published online at <http://aka.ms/downloadtowin>.
12. Any costs associated with entering the competition, downloading the programs and accessing the website are the responsibility of the entrant.
13. The promoter assumes no responsibility for, and the entrant releases the promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.
14. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010 (Cth), or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
15. Except for any liability that cannot by law be excluded, 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.

16. To the fullest extent permitted by law and without limiting any other conditions of entry, the promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the promoter in writing. In the event of modification or suspension of the promotion, the entrant may choose to terminate their participation in the promotion at no cost.
17. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described. Entrants may access and/or change their data by following the procedures in the promoter's privacy policy which is available at [www.microsoft.com/australia/privacy](http://www.microsoft.com/australia/privacy). The promoter will only use your personal details for marketing purposes outside those described above if you "opt in" to join the mailing list when prompted.
18. Permit Numbers: NSW Permit No TPLL 13/03208, ACT Permit No TP13/ 01577.