

**ASUS “HAVE IT ON ASUS” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is ASUS Australia Pty Ltd, Suite 2.01, Lvl 2, 6-10 Talavera Rd, Macquarie Park, NSW 2113, ABN 81 148 073 858 and its agents in the promotion, including their officers, employees and agents (collectively called the “**Promoter**”).
3. The promotion commences on Monday 5th December 2016 and closes at 11.59pm AEDST on Sunday 29th January 2017 (“**Promotional Period**”).
4. The promotion is not held in conjunction with any other promotion. Draws 1 to 6 of this promotion are only open to Australian residents, and draws 7 and 8 are open to both Australian and New Zealand residents. 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 these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. If the entrant is under the age of 18 years, the prize will be awarded to their parent or guardian.
5. Employees (and their immediate families) of the Promoter, participating authorised ASUS dealers and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
6. To enter, eligible individuals must complete the following steps during the Promotional Period:
 - a) purchase any ASUS product over the value of \$129.00 AUD from any participating authorised ASUS dealer in Australia or New Zealand (excluding those purchases outlined in clause 6 below). ‘Participating authorised ASUS dealer’ means only retail partners of ASUS (including online retail partners) approved by ASUS; and then
 - b) complete the official entry form at www.haveitonasus.com with all of the requested details (including, but not limited to, their first name, last name, age, contact phone number, complete delivery address, nominated email address and the product model number) and submit.
7. Purchases must be for domestic use at a residential address only. For the sake of clarity, purchases of eligible ASUS products for Government and Commercial contract sales, second quality (T2) and auction goods or any purchases that do not meet the criteria outlined in this clause are excluded from this promotion. ‘Purchase’ means order placed and payment made in full for the participating ASUS product during the Promotional Period from a participating authorised ASUS dealer. Only lay-bys that have been initiated within the

Promotional Period and paid in full during the Promotional Period are eligible to be entered into the draw. "Purchase" does not include:

- (i) Rental payment plans with a term of less than 18 months;
- (ii) Orders not paid in full;
- (iii) Commercial or business transactions; or purchases made for commercial or business purpose; or purchased in a business name;
- (iv) Second hand products;
- (v) ASUS staff and the staff's immediate family purchases;
- (vi) Any Purchases made in conjunction with any other promotion;
- (vii) Any Purchases made through any unauthorised retailer.
- (viii) Any Purchases must be over the value of \$129.00 AUD
- (ix) Total eligible purchase price excludes warranty purchased on product

8. The Promoter recommends that prior to purchasing a participating ASUS product the customer verifies that the retailer is authorised to participate in this promotion by asking a staff member of the retailer.

9. All entries must be received by 11:59pm AEDST on Sunday 29th January 2017. No entries will be accepted after this date.

10. Incomplete or indecipherable entries will be deemed invalid.

11. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per eligible ASUS product purchased; (b) each entry must be submitted separately and in accordance with the entry instructions; and (c) a maximum of three (3) entries per person and per household are permitted.

12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) 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 entry 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.

13. Entrants must retain their original purchase receipt(s) as proof of purchase. Failure to produce either the original or a copy of the purchase receipt for each entry when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of the entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the participating authorised ASUS dealer where the purchase was made and that the purchase was made during the Promotional Period but prior to entry.

14. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

15. There will be eight (8) draws conducted for the entries received during the Promotional Period. Entries into each draw will open at 12:00am AEDST and close at 11.59pm AEDST on the dates outlined in the below. The draws will take place at 11:00am AEDST at Greeneagle Distribution & Fulfilment, Unit 10, 20 Ricketty Street, Mascot 2020 on the dates outlined in the table below. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. Entries into each draw will not be automatically entered into any subsequent draw/s (however, individuals will be eligible to enter multiple draws, subject to the limit of three (3) entries per person and per household and purchase of a separate eligible product).

Draw	Entries open	Entries close	Draw date
1	5 Dec 2016	11Dec 2016	12 Dec 2016
2	12 Dec 2016	18 Dec 2016	19 Dec 2016
3	19 Dec 2016	25 Dec 2016	28 Dec 2016
4	26 Dec 2016	1 Jan 2017	3 Jan 2017
5	2 Jan 2017	8 Jan 2017	9 Jan 2017
6	9 Jan 2017	15 Jan 2017	16 Jan 2017
7	16 Jan 2017	22 Jan 2017	23 rd Jan 2017
8	23 rd Jan 2017	29 th Jan 2017	30 th Jan 2017

16. Winners will be notified in writing within two (2) business days of the relevant draw and their names will be published at www.facebook.com/asusaaustralia within 7 days after each draw, with the first publication commencing on 19 December 2016 and the last publication commencing on 6 February 2017. The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.

17. The first valid entry drawn in each draw will each win back the cost that they paid for the participating ASUS product they purchased to enter (as specified in their entry form and on purchase receipt), up to the maximum value of AU\$1,600.

18. The cash back will be awarded in the form of a payment via EFT transfer to a nominated bank account or to a designated credit card only. The entrant must nominate their chosen payment method when submitting their entry online.

19. Entrants should allow 2-4 weeks for payment of their cash back from the date they were drawn.

20. Total prize pool value is up to AU\$12,800

21. Any cost associated with accessing the Promoter's website for the purpose of submitting an entry is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter makes no guarantee

of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.

22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

23. Prizes are not transferable or exchangeable.

24. A re-draw for any unclaimed prizes may take place on 1st May 2017 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any will be notified in writing within two (2) business days of the re-draw and their names will be published on www.facebook.com/asusaustralia from 8th May 2017.

25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.

26. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.

27. If there is an event beyond the Promoter's control which causes an interruption to its processing of the promotion the Promoter reserves the right to cancel, terminate, modify or suspend the promotion subject to any written directions from a relevant Regulatory Authority.

28. Caution: any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

29. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

30. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures

or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to: (a) disqualify any entrant; or (b) cancel, terminate, modify or suspend the promotion, subject to any written directions from a regulatory authority made under applicable State or Territory legislation.

31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any provision of relevant legislation, including the Competition and Consumer Act and the Australian Consumer Law, in the Commonwealth and 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.

32. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for 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, including, but not limited to, where arising out of the following: (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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) taking of any prize.

33. The Promoter collects personal information about entrants to include entrants in the promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the promotion. By participating in the promotion and opting in at the time of entry, each entrant also acknowledges that a further primary purpose for collection of entrants' personal information by the Promoter is to enable the Promoter to use the information (for an indefinite period unless otherwise advised) to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies and promotional partners, including prize suppliers, agents and contractors, who may also contact entrants with special offers in this way. By entering the promotion and opting in at the time of entry, each entrant agrees that the Promoter may use entrants' personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the winner's name and locality in any media as required under the relevant lottery legislation and that information may be shared with the Australian regulatory authorities as required. Entrants can opt out, gain access to, update or correct any personal information by contacting the Promoter via email at

marketing@asus.com.au. All personal information will be stored at Greeneagle Distribution & Fulfilment, Unit 10, 20 Ricketty Street, Mascot 2020. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter at the address set out in clause 2 or on the promotion website. The Privacy Policy also contains information about how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

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