

Lenovo & YOU Giveaway - Official Rules

THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC). DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE 50 UNITED STATES/DISTRICT OF COLUMBIA OR CANADA (EXCLUDING QUEBEC) AT THE TIME OF ENTRY AND HAVE A LENOVO ID. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE UNITED STATES LAW. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Sweepstakes begins on January 12, 2016 at 12:00:00 am Eastern Time ("ET") and ends on March 22, 2016 at 11:59:59 pm ET (the "Promotion Period"). Administrator/Sponsor's computer is the official time-keeping device for the Sweepstakes. One weekly prize will be awarded by random drawing at the end of each week during the Promotion Period (each a "Weekly Period"), for a total of ten (10) weekly prizes (each, a "Weekly Prize"). The entry start/end time and date for each Weekly Period is set forth below. Entries must be received by 11:59:59 a.m. Central Time of each Weekly Period. Non-winning entries will roll over into subsequent weekly drawings. Limit one (1) weekly prize per person/household. Winners of the weekly drawing prize will also be eligible for the First and Second Prize drawings.

How to Enter: Visit http://community.Lenovo.com ("Website") during the Entry Period and click on the "Lenovo & You" message and follow the online instructions to complete the entry form with your Lenovo ID which includes your full name and email address, confirm your agreement to the Official Rules and the website's Terms and Conditions by clicking where indicated, then click the submit button. LIMIT ONE (1) ENTRY, PER PERSON/LENOVO ID. Multiple entrants are not permitted to share the same email address or Lenovo ID. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Lenovo IDs, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any robotic, automated, programmed, or similar system or third-party entry services to participate is prohibited and will result in disqualification. In the event of a dispute as to ownership of any online entry, the entry will be deemed made by the person's name on the entry form. Only one entrant's name may appear on the entry form. You may enter the Sweepstakes under only one name and one Lenovo ID. Entries must include all the required information or they will not be eligible. Proof of submission is not proof of receipt or entry.

Eligibility: This sweepstakes is open and offered only to legal residents of the 50 United States/District of Columbia and Canada (excluding Quebec), who have a valid Lenovo ID and are the age of majority in their place of residence at time of entry. Employees and directors of Lenovo (United States), Inc. ("Sponsor" or "Lenovo"), Alpha Marketing ("Administrator"), and each of their respective parent companies, entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies or any companies who are promotional participants or prize providers (collectively the "Released Parties") as well as each of their immediate family members defined as spouses, (biological, adoptive or step-) parents, siblings, children and each of their respective spouses (regardless of where they reside) and household members of each such employee/director (whether related or not) are not eligible to enter or win a prize. Void in Quebec outside Canada and the 50 United States/DC and where prohibited. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges, which are final and binding.

Random Drawing/Odds: On or about the drawing date for each Weekly Period noted below, in accordance with these Official Rules, a random drawing to select one (1) Weekly Prize winner will be conducted from among all eligible entries received. One (1) First and one (1) Second Prize will be awarded from all eligible entries received during the Promotion Period. The potential First, Second and Weekly Prize winners will be selected at 10:00 am CST

in Mokena, IL USA on the drawing dates indicated below. Alpha Marketing, an independent judging organization, whose decisions along with those of the Sponsor are final and binding in all matters relating to the drawing, will conduct the drawing. The prize winners will be notified by an Administrator representative via email, telephone and/or overnight courier at the phone number/address/email address indicated on the entry form within one week of the drawing date. Odds of winning depend on the number of eligible entries received for each drawing.

Week	Start Date/Time	End Date/Time	Drawing Date
WEEK ONE	12:00:00 pm CT on 01/12/16	11:59:59 am CT on 01/19/16	01/22/16
WEEK TWO	12:00:00 pm CT on 01/20/16	11:59:59 am CT on 01/26/16	01/29/16
WEEK THREE	12:00:00 pm CT on 01/27/16	11:59:59 am CT on 02/2/16	02/05/16
WEEK FOUR	12:00:00 pm CT on 02/03/16	11:59:59 am CT on 02/09/16	02/12/16
WEEK FIVE	12:00:00 pm CT on 02/10/16	11:59:59 am CT on 02/16/16	02/19/16
WEEK SIX	12:00:00 pm CT on 02/17/16	11:59:59 am CT on 02/23/16	02/26/16
WEEK SEVEN	12:00:00 pm CT on 02/24/16	11:59:59 am CT on 03/01/16	03/04/16
WEEK EIGHT	12:00:00 pm CT on 03/02/16	11:59:59 am CT on 03/08/16	03/11/16
WEEK NINE	12:00:00 pm CT on 03/09/16	11:59:59 am CT on 03/15/16	03/18/16
WEEK TEN	12:00:00 pm CT on 03/16/16	11:59:59 am CT on 03/22/16	03/25/16
FIRST AND SECOND PRIZE			03/31/16

<u>Prizes:</u> One (1) First Prize consisting of a Lenovo ThinkPad X1 Carbon bundle package (w/01 Dock + 01 Messenger bag + Mouse): Approximate Retail Value (ARV): \$1,500.

One (1) Second Prize consisting of a Lenovo Yoga 900 bundle package (w/01 Mouse + 01 sleeve): ARV: \$1,250.

Ten (10) Weekly Prizes (one per week) consisting of Lenovo Yoga Tablet 3.8" ARV: \$160 each

All prizes will be awarded provided there are a sufficient number of eligible entries and prizes are properly claimed. Each winner is solely responsible for all applicable taxes, insurance and other expenses which may be required for the enjoyment and use of the respective prize. Total ARV of all Sweepstakes prizes is \$4,350.00. Winners may not substitute, assign, transfer or redeem for cash, in whole or in part, but Sponsor reserves the right, in its sole discretion to substitute prize, or portion of, with another prize of equal or greater value should the advertised prize become unavailable for any reason. Prizes consist of only those items specifically listed as part of the prize, and only in the quantities listed. Electronic prizes are subject to Lenovo (United States), Inc.'s warranty and/or terms and conditions. The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

All prizes will be fulfilled approximately six weeks after winner verification and such prizes will not be fulfilled outside the 50 United States/DC or Canada. All taxes on prizes are solely the winner's responsibility. If the winner is a USA resident of total prizes valued over \$600, he/she will be issued an IRS Miscellaneous Income Form 1099, a copy of which will be furnished to the IRS, for the value of the prize in January 2017. It is the winner's responsibility to seek independent counsel regarding tax implications of prize winnings. The Potential First and Second prize winners will be required to complete, sign and return an Affidavit/Declaration of Eligibility, a Liability Release, W9 tax form (where applicable) and where lawful, a Publicity Release within seven (7) days of the date printed on prize notification. If the First or Second Prize winner documents are not returned by the date specified, or if prize notification/prize is returned as non-deliverable, or if potential prize winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and awarded to an alternate winner. For Weekly Prizes, if prize notification/prize is returned as non-deliverable, or if potential prize winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and awarded to an alternate winner. If any potential winner is a resident of Canada, in order to qualify to receive a prize, the selected entrant must correctly answer a timed mathematical skill-testing question.

<u>Entrants Personal Information</u>: All personal information collected from entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at http://www.lenovo.com/privacy/us/en/.

Release: By accepting any prize, the winner agrees to release, discharge, defend, indemnify and hold the Sponsor, Administrator and the Released Parties and each of their respective officers, directors, employees, representatives and agents as well as Facebook, harmless from and against any claims, damages, losses or liability due to any injuries, damages or losses (including death) to any person or property of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of any prize or participation in any prize related activities or participation in this Sweepstakes including any and all costs and attorneys' fees incurred in responding to and/or defending such claims.

<u>Publicity:</u> By accepting a prize, each winner unless otherwise prohibited by law, grants the Sponsor and the Released Parties, the right, without limitation or further permission or further compensation, to use and publish the winner's name and/or likeness, city and state of residence for promotional, advertising, publicity and marketing purposes in any manner in commerce and in any medium now known or hereafter devised throughout the world in perpetuity without limitation and without further notice or approval. The winner's name may also be posted, at Sponsor's sole discretion, on the winner page of the Sweepstakes page following verification of the winner, and may be announced by news release.

General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, 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's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software (including filtering by or other operation of the functionality of the website); (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible (as determined by Sponsor, in its sole discretion); if not possible, Sponsor and Administrator shall have no liability of any kind. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein or to make the prizes available to be won in another manner of Sponsor's sole choosing which is fair, appropriate and consistent with these Official Rules (as determined by Sponsor in its sole discretion). And, notice of such action by Sponsor shall be posted on the Sweepstakes page.

Disputes: Entrants agree that (1) any and all disputes, claims, and causes of action arising out of, or connected with, this Sweepstakes (including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) is invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in the state of North Carolina under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures; (2) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant's participation in this Sweepstakes or otherwise accessing this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. IN AGREEING TO RESOLVE ANY DISPUTE VIA ARBITRATION, ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE IS WAIVING HIS/HER RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO A GIVEN ENTRANT. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall Entrant seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used or displayed on this Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

<u>Winners List:</u> For a winners list, send a self-addressed stamped envelope in a separate first class stamped envelope to: Lenovo + You Sweepstakes Winners List, P.O. Box 606, Mokena, IL 60448. Requests must be received by May 16, 2016.

Sponsor: Lenovo (United States) Inc., 1009 Think Place, Morrisville, NC 27560.

Administrator: Alpha Marketing, 343 E. Six Forks Rd., Ste. 360, Raleigh, NC 27609.

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