

# TREND MICRO ONLINE CASHBACK OFFER PROMOTION

## AUSTRALIA & NEW ZEALAND NOVEMBER 2018

### Terms and Conditions

1. The Promoter is Trend Micro Australia Pty Ltd (ABN 70 077 055 817) of Level 15, 1 Pacific Highway, North Sydney, NSW 2060. Telephone +612 9870 4888.
2. Information on how to enter and to make a claim under this promotion forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. The offer is only open to Australian and New Zealand residents aged 18 years and above
4. The Australian resident participants must have an Australian bank account for claims submitted within Australia.
5. The New Zealand resident participants must have a New Zealand bank account for claims submitted within New Zealand.
6. If an individual is aged under 18 years, they additionally must obtain the consent of a parent or legal guardian before participating in this Promotion. The Promoter may (in its discretion) decline to provide the Cashback amount to any Participant that is a minor until a parent or legal guardian of that Participant agrees (in a form acceptable to the Promoter) to ensure that the successful Participant complies with these Terms and Conditions.
7. Management, employees and contractors of either the Promoter or any Authorised Reseller of the Promoter are not eligible to enter this Promotion.
8. Current cashback offer only applies to listed **Upgrade and Renewal products** under number 9
9. The Eligible Products and applicable Cashbacks are as follows:

Eligible Product - Name	Devices	Cashback
Maximum Security 12 & 24 month	5, 6 & 10	\$50
Maximum Security for Mac 12 & 24 month	6	\$50
Premium Security 12 & 24 month	5, 6 & 10	\$50
Premium Security + Silver IT Helpdesk 12 & 24 month	5, 6 & 10	\$50
Premium Security + IT Helpdesk 12 & 24 month (formerly Premium Security + Gold IT Helpdesk 12 & 24 months)	5, 6 & 10	\$50

10. To claim the Cashback offer (Claim):
  - a. Purchase Eligible Products from Trend Micro official Online Store [www.shop.trendmicro.com.au](http://www.shop.trendmicro.com.au) or [www.shop.trendmicro.co.nz](http://www.shop.trendmicro.co.nz) within the Promotional Period;
  - b. Install, register and activate your Trend Micro Eligible Product; and
  - c. Within 30 days of the purchase date on the valid tax invoice/receipt of the Eligible Product, go to [www.onlinepromo.trendmicro.com.au](http://www.onlinepromo.trendmicro.com.au) to fill in the online Claim Form, include the cashback coupon code issued to purchaser at the completion of eligible online purchase and upload a copy of the order confirmation email.
11. The Promotional Period is between 08/11/2018 – 14/11/2018 inclusively.
12. A maximum of three (3) claims can be made under a single Account ID.
13. Where the Claim has been successfully submitted, a confirmation email will be sent to the email address supplied by Participate in the online Claim Form. Any missed communication as a result of invalid or unattended email accounts or addresses is the sole responsibility of the Participant.
14. Incomplete, incorrect or incomprehensible Claims will be deemed invalid
15. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid Claim.
16. The Promoter is not responsible for any problems, or technical malfunction of any telephone network or lines, servers, providers, computer equipment, software, technical problems or traffic congestion on a fixed or mobile network, or any combination thereof, or any other technical failures that prevent an online Claim being submitted within the specified Claim period.
17. The Cashback amount issued is inclusive of GST if applicable and will be issued as an EFT transfer only. It is the responsibility of the Participant to supply accurate banking details. Any charges incurred by the Promoter as result of incorrect banking details being provided will be at the expense of the Participant and deducted from the Cashback payment as described in this clause 14. Participants who lodge a valid Claim will be contacted via email to provide correct banking information. In the event that the initial payment attempt fails, a \$5 flat fee will be charged in the form of a reduction from the Cashback amount. In the event of two unsuccessful EFT transfers as a result of incorrect banking information supplied, or if no response is received within 24 hours of a second email communication with the Participant from the Promoter, the Claim will be deemed invalid and forfeited.
18. EFT Cashback payments will be made within 28 working days of the Claim being successfully received and validated. Payments are transacted into your nominated bank account only; there are **NO** other payment methods used including cheque or credit card.
19. The Cashback payment will be issued in Australian Dollars (AUD) for Australian claims while in New Zealand Dollars (NZD) for New Zealand claims. Cashbacks are not transferable, assignable or exchangeable for other goods or services.
20. THE PROMOTER TAKES THE ISSUE OF FRAUD VERY SERIOUSLY, AND RESERVES THE RIGHT TO DEEM INVALID AND REPORT TO THE POLICE AND/OR OTHER APPROPRIATE AUTHORITIES ANY SUBMISSION OF A CASHBACK CLAIM WHICH IT SUSPECTS TO BE FRAUDULENT OR OTHERWISE UNLAWFUL.

21. The Promoter reserves the right, at any time, to verify the validity of Claims (including contacting the store of purchase) and Participants making a Claim (including a Participant's identity, age and place of residence) and to disqualify any Participant who submits a Claim that is not in accordance with these Terms and Conditions or who tampers with the Claim process. The Promoter also reserves the right to ask for the Cashback payment to be returned if the Eligible Product is returned. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If the Participant subsequently returns the Eligible Product to the place of purchase and seeks a refund under any returns policy that the relevant Online Store may have granted the Participant in respect of the Eligible Product and the Participant has Claimed and been paid the Cashback payment in respect of the returned Eligible Product, the Participant agrees that they will pay back the Promoter the value of the Cashback payment in full without deductions of any kind.
22. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. The Promoter's decision is final and no correspondence will be entered into.
24. The Promoter is not liable for errors in advertising and/or marketing materials or verbal or written communication from retailers, resellers and distributors that represent any information about the promotion outside of these Terms and Conditions.
25. The Promoter collects personal information in order to conduct the Promotion. If the Participant un-checks the appropriate box on the online Claim Form, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Participant. Participants should direct any requests to access, update or correct information to the Promoter. All Claims become the property of the Promoter. To view our privacy policy, Participants can go to: <http://www.trendmicro.com.au/au/about-us/legal-policies/privacy-statement/index.html>
26. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Participant.
27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any loss or damage suffered or incurred by the Participant or any other person acting on behalf of the Participant howsoever arising in connection with the Promotion, whether direct or indirect, special or consequential,, including, but not limited to, 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 claim or offer 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 the Cashback value to that stated in these Terms and Conditions; or
  - e. participation in the Promotion.
28. **Without limitation to clause 26, the maximum liability of the Promoter in respect of any claim made by the Participant or on the Participant's behalf is limited to the Cashback amount specified in clause 5 for each Eligible Product purchased and paid for by the Participant.**
29. Any cost associated with accessing the promotional website is the Participant's responsibility and is dependent on the Internet service provider used.
30. Claims cannot be made on back orders.
31. This offer cannot be combined with any other promotional offer.
32. In the event that any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision(s) were read down or, if necessary, not contained herein.
33. These Terms and Conditions contain the entire agreement between the parties in relation to the subject matter and may only be modified in writing signed by both the Participant and the Promoter.
34. These Terms and Conditions are governed by the laws of New South Wales, Australia and the parties submit to the jurisdiction of the Courts of New South Wales.