

# Terms and Conditions

## TREND MICRO Q1 2024 – Q2 2024 ULTIMATE PROMOTION

### AUSTRALIA

1. Information on how to enter and claim for the promotion form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. Offer is only open to residents of Australia. Employees and the immediate families of the Promoter and its agencies (including but not limited to Trend Micro resellers) associated with this promotion are ineligible.

3. To be eligible for this promotion, one of the following products must be purchased within the promotional period;

Barcode	Full Product Name	Offer
9337694077133	Trend Micro Device Security Ultimate (2 devices) 1 year add on	\$75
9337694077140	Trend Micro Device Security Ultimate (2 devices) 2 years add on	\$75
9337694077157	Trend Micro Device Security Ultimate (6 devices) 1 year add on	\$75
9337694077164	Trend Micro Device Security Ultimate (6 devices) 2 years add on	\$75
9337694077171	Trend Micro Device Security Ultimate (6 devices) 3 years add on	\$75
9337694077188	Trend Micro Device Security Ultimate (10 devices) 3 years add on	\$75
4711370730133	Trend Micro Device Security Ultimate (3 devices) 1 year	\$75

4. The promotional period is 12/02/2024 – 29/04/2024.

5. Purchases must be made at authorised Trend Micro resellers including but not limited to: The Good Guys, Harvey Norman, Joyce Mayne, Domayne, JB Hi Fi, Bing Lee, Officeworks, and Leading Edge Computers.

6. In order to make a valid claim:

a) You will first need to activate, turn on auto renewal and install your product to be eligible for the Cashback.

b) Individuals must then complete and submit an online claim at [au.retailcashback.trendmicro.com](https://au.retailcashback.trendmicro.com)

c) Claimants will be asked to enter their contact details and Trend Micro Device Security Ultimate serial number. A valid email address is required in order to complete a claim. All communication relevant to claims will be forwarded to the email address provided by the claimant. Any miscommunication as a result of invalid or unattended email accounts or addresses is the sole responsibility of the claimant.

d) In order to complete the online registration process individuals must upload a copy of their receipt. Claimants must retain a copy of their tax invoice for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of all of a claimant's claims and forfeiture of any right to cashback. The tax invoice must clearly specify the product purchased, serial number, order number, date of purchase and that payment has been received in full. No hand written tax invoice/receipts permitted.

**If the claim has been successfully lodged, the website will acknowledge this via on screen page and also a confirmation email will be sent to the email supplied.**

7. Incomplete, indecipherable, or illegible claims will be deemed invalid

8. Claims must be made within 30 days of purchase date as per the claimant's proof of purchase.

9. The Promoter is not responsible for any problems, 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.

10. 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 claimant to give the correct details. Any charges incurred as result of incorrect details given will be at the expense of the claimant. Customers will be contacted via email to 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 to the cashback amount. In the event of two unsuccessful EFT transfers,

or if no response is received to email communications within the specified time period, the claim will be deemed invalid and forfeited.

11. 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. Cashback will be issued in Australian Dollars (AUD).

12. Multiple purchases permitted, maximum 3 claims per claimant only.

13. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant 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 to be returned if the product is returned. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The claimant agrees that if they have obtained the cashback, they will pay back the Promoter the value of the cashback or return the hard drive to the promoter if they subsequently return the product to the place of purchase and seek a refund under any returns policy that the relevant reseller may have.

14. 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

15. Claimants must retain a copy of their tax invoice for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to the cashback. The tax invoice must clearly specify the store of purchase, date, tax invoice number, and that payment has been received in full. No hand written tax invoice/receipts permitted.

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

17. The Promoter's decision is final and no correspondence will be entered into.

18. 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.

19. The Promoter collects personal information in order to conduct the Promotion. If the claimant 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 eligible consumer. Claimants 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 claimants can go to: [https://www.trendmicro.com/en\\_au/about/trust-center/privacy/notice.html](https://www.trendmicro.com/en_au/about/trust-center/privacy/notice.html)

20. If the claimant is under the age of 18 years, the cashback will be awarded to the claimant's nominated parent or guardian.

21. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the claimant.

22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of property); 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 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 offer value to that stated in these Terms and Conditions; or
- e. participation in the offer.

**Without limitation to the foregoing, the maximum liability of the Promoter in respect of any claim made by the claimant or on the claimant's behalf is limited to the cashback amount specified in clause 3 for each registered product of the claimant.**

23. Any cost associated with accessing the promotional website is the eligible consumer's responsibility and is dependent on the Internet service provider used.

24. Claims are not transferable, assignable or exchangeable for other goods or services.

25. Claims cannot be made on back orders.

26. This offer cannot be combined with any other promotional offer.

27. The Promoter is Trend Micro Australia Pty Ltd (ABN 70 077 055 817) of Level 15, 1 Pacific Highway, North Sydney NSW 2060. Telephone (02) 9870 4888.