

**“WIN 1 of 10 HNS FROM TREND MICRO AUSTRALIA” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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 (“**Promoter**”).
3. Entry is only open to Australian 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.
4. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
5. This promotion commences on 07/02/2019 and final entries close at 11:59pm AEST on 28/03/2019 (“**Promotional Period**”).
6. This promotion only applies to the purchase of eligible products during the Promotional Period. Eligible products are listed in Schedule 1 at the end of these Terms and Conditions (“**Eligible Products**”).
7. To receive an automatic and eligible entry, individuals must complete the following steps during the Promotional Period (“**Eligible Entry**”):
  - a) purchase an Eligible Product from our official online shopping store : <https://shop.trendmicro.com.au/> or [https://www.trendmicro.com/en\\_au/forHome/](https://www.trendmicro.com/en_au/forHome/)
  - b) activate the Eligible Product by following the instructions outlined in the Eligible Product instruction manual. If an individual does not have an existing Account ID with the Promoter, they must create an Account ID to active their Eligible Product. Individuals who have an existing Account ID can activate the Eligible Product under their existing Account ID.

Upon completion of the above steps, individuals will receive one (1) Eligible Entry into the draw

8. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per Eligible Product purchased and activated during the Promotional Period; and (b) a maximum of three (3) entries are permitted per Account ID.
9. Each Eligible Entry will be in the draw to win one (1) of ten (10) Trend Micro Home Network Security Station and a 2-year subscription for the service (“**Prize**”). Only one Prize will be awarded to each winner drawn despite multiple Eligible Entries or Eligible Product purchases.
10. A draw will be conducted for all Eligible Entries at the end of the Promotional Period on 01/04/2019 at 10 am AEST at the offices of the Promoter using a secured, certified, independent and government approved System ([www.randomdraws.com.au](http://www.randomdraws.com.au))
11. 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.

12. 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.
13. The winners will be notified by email within three (3) business days after the end of the Promotional Period and their names will be published online at <https://shop.trendmicro.com.au/> from 01/04/2019 for a minimum period of one month.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. Subject to the unclaimed prize draw clause as set out below, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is up to AUD\$3990 including GST.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. If any prize remains unclaimed by 2:00pm AEST on 01/08/2019, a re-draw may take place at 3:00pm AEST on 02/08/2019 at the offices of the Promoter using a secured, certified, independent and government approved System ([www.randomdraws.com.au](http://www.randomdraws.com.au)), subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the re-draw and their names will be published online at <https://shop.trendmicro.com.au/> from 04/08/2019 for a minimum of one month.
21. 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.
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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, or similar consumer protection laws in the States and Territories of Australia ("**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) is not responsible for and excludes all liability (including negligence), for any personal injury; and for any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 claim 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 a winner or entrant; or (f) taking/use of a prize.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service

providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [https://www.trendmicro.com/en\\_au/about/legal/privacy-policy-web.html](https://www.trendmicro.com/en_au/about/legal/privacy-policy-web.html). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

25. These Terms and Conditions represent the entire binding agreement between you and the Promoter, and our respective successors and assigns, and supersede any and all prior understanding, statements or representations, whether electronic, oral or written, regarding these Terms and Conditions and any Prizes awarded.

NSW Permit No LTPS/19/31477 ACT Permit No. TP 19\_02595

Schedule 1:

“Eligible Products” will include the following online products: (new and upgrade only)

Internet Security 2019	1	24
Internet Security 2019	2	24
Internet Security 2019	2	24
Internet Security 2019	3	24
Antivirus for Mac 2019	2	24
Antivirus for Mac 2019	2	24
Antivirus for Mac 2019	3	24
Maximum Security 2019	1	24
Maximum Security 2019	2	24
Maximum Security 2019	2	24
Maximum Security 2019	4	24
Maximum Security 2019	4	24
Maximum Security 2019	6	24
Maximum Security 2019	6	24
Maximum Security 2019	25	24
Maximum Security 2019	25	24
Maximum Security for Mac 2019	2	24
Maximum Security for Mac 2019	2	24
Maximum Security for Mac 2019	6	24
Maximum Security for Mac 2019	6	24
Premium Security 2019	6	24
Premium Security 2019	6	24
Premium Security 2019	10	24
Premium Security 2019	10	24
Premium Security 2019 + IT Helpdesk	6	24
Premium Security 2019 + IT Helpdesk	6	24
Premium Security 2019 + IT Helpdesk	10	24
Premium Security 2019 + IT Helpdesk	10	24