

## TERMS AND CONDITIONS

### EXCLUSIONS FROM THIS PROGRAM

This program only applies to Eligible Models which develop a Hardware Defect.

A "Hardware Defect" is a technical fault with the physical hardware of the laptop where a service part needs to be replaced, expressly excluding batteries and AC-adapters and expressly excluding the following defects:

1. defects caused by normal wear and tear including the fair wear of consumable parts, i.e. parts that require periodic replacement during the normal course of the System's usage (e.g. batteries);
2. breaks, tears, scratches, dents, scratched or faded covers or plastics and broken ports or any other cosmetic damage;
3. defective or discolored keyboards or keycaps;
4. damage caused by use with another product;
5. use of the System other than for its normal intended use, including, without limitation, failure to use the System in accordance with the user's manual that accompanies the System;
6. damage caused by accident, abuse, contamination, misuse, viruses, liquid contact, fire, earthquake, improper or inadequate maintenance or calibration, negligence to the system or other external causes;
7. environmental damages and/or defects resulting from smoke, dust, dirt, carbon black or other external influences;
8. a Dynabook System that has been modified to alter functionality or capability without the written permission of Dynabook;
9. the serial number has been removed, damaged, rendered defective or made illegible;
10. modification of the system including defects caused by use of parts not manufactured and/or sold by Dynabook;
11. improper installation of third-party products (e.g. memory cards);
12. displays that show breaks, scratches, dents, liquids or any other damage resulting from improper use of the display;
13. minor pixel defects of LCD displays occurring in Systems equipped with LCD display technology. For more information on defective LCD displays, please have a look at the "LCD Pixel Policy"-section in the Dynabook Limited Warranty.
14. damages resulting from improper transportation or packing when returning the System to Dynabook or a Dynabook Authorized Service Provider;
15. issues resulting from parts intended for one System having been installed in another System of different make or model;
16. damages caused by services/repairs or other modifications to the System carried out by anyone other than Dynabook or a Dynabook Authorized Service Provider;
17. damages caused by self-repair
18. defective hardware components (e.g. hard drive) that result from misuse of the System;
19. any preinstalled software, its quality, performance, merchantability or suitability for a particular purpose;
20. the loss of or damage to any program, data or removable storage media and/or any software program, whether provided with the System or installed subsequently;
21. this program does not cover any Dynabook accessories. In case of failure, please refer to the accessories limited warranties' terms and conditions;
22. Refitted parts or components in the laptop where replacement parts or components are not required;
23. Any software issues;
24. BIOS updates.

This program does not apply to (and claims will not be accepted for): (a) software faults, (b) faults or damage caused by external influence, (c) damage caused during transit, or (d) laptops that are damaged or faulty at the time of purchase. If (d) applies you must immediately return the laptop to your reseller. The replacement laptop that you receive in this case may then be registered for this program in accordance with the steps described in these program terms.

### SCOPE & RESTRICTIONS

This program is applicable to Eligible Models only and limited to one (1) claim per Eligible Model. It does not apply to any accessories, peripherals, software, options or other applications purchased with or for the Eligible Model nor to Eligible Models replaced or repaired under this program. Self-repairs will not qualify under this program. Refurbished, reconditioned, auctioned and leased Eligible Models and Eligible Models which are subject to hire purchase arrangements do not qualify for this program.

This program does not apply to laptops which are or have been the subject of a product recall or which are or have been the subject of an epidemic fault as determined solely by Dynabook. This program cannot be used in combination with other Dynabook campaigns. This program is not open to employees of Dynabook or Dynabook distributors, resellers, e-sellers, retailers or any third-party suppliers of Dynabook products, their employees, families or anyone connected professionally with this program.

### DISCLAIMER

1. Dynabook shall be entitled to modify these program terms at any time. Entry in the program implies acceptance of these rules.
2. You are responsible for registering your Eligible Product properly as laid out in these Terms within thirty (30) days from purchase. In order to make a valid 1 to 1 replacement claim, you must provide all the necessary information as stated above within fourteen (14) days to Dynabook. Dynabook does not accept any responsibility should the conditions not be adhered to by you.
3. Dynabook does not accept responsibility for any claims lost, late, or delayed or damages for any delays resulting from any failure to follow the registration / claim process as set out in these program terms.
4. You will not be eligible to participate in this program if you do not have access to a valid email address.
5. By entering this program, you give your consent to Dynabook using your personal information to administer the program, disclosing your personal information to organizations that assist Dynabook with administering the program and to third parties as required by law (including authorities that regulate the program). Please consult our Privacy Policy contained on the Dynabook website for more information.
6. Dynabook does not warrant that your use of or access to the registration site or the online claim form will be uninterrupted by error or virus not shall it or is licensors have any liability for damage caused by hostile software which may affect or infect your computer equipment or property as a result of your use browsing this site.
7. Dynabook reserves the right to withhold the payment if there is a cause to believe a refund is requested otherwise than in accordance with these Terms and Conditions.
8. Dynabook reserves the right to refuse claims if at any stage you have not fully complied with these program terms or if a claim is not submitted strictly in accordance with these program terms or if the Eligible Model has been deliberately damaged. For the avoidance of doubt, Dynabook may base such belief on internal data and statistics in relation to laptop failure rates.
9. Dynabook does not cover costs for registering and submitting claim documents.
10. Should the refund be issued by a cheque, it is your responsibility to bank any cheques within the correct time frames. Replacement cheques will not be sent out.
11. To the maximum extent permitted by applicable law, in no event will Dynabook be liable for any losses or direct or indirect damages, loss of business profits, lost savings or other special, incidental, exemplary or consequential damages whether for breach of warranty, contract, strict liability, tort or otherwise arising out of or in connection with this program.
12. Subject to paragraph 11 above, Dynabook's total aggregate liability to entrants in this program shall not exceed the value of the Eligible Model.
13. Dynabook shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of God, supervening legislation, or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.
14. Failure by Dynabook to enforce any provision of these program terms in whole or in part will not constitute a waiver or affect Dynabook's right to require the future performance in full thereof, nor shall Dynabook's waiver of any breach of any provision of these program terms constitute a waiver of any subsequent breach or nullify the effectiveness of any such provision.
15. If any provision of these program terms is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the other provisions of these program terms will not be affected and will remain in full force and effect.

### VALIDITY

If one of the clauses of these terms and conditions is deemed invalid, ineffective or unenforceable, in whole or in part, or loses its legal validity later, the validity of the other clauses shall not be affected. The clause declared invalid, ineffective or unenforceable will be replaced by the disposition closest to that clause.