

## “INTEL® EOFY GIFT WITH PURCHASE” OFFER

### TERMS AND CONDITIONS

These are the Terms & Conditions (“**Offer T&Cs**”) for the Intel® Gift Offer (“**Offer**”). Information on how to claim and the Offer form part of these Offer T&Cs. In these Offer T&Cs, “you” and “your” refer to a claimant, and “we,” “us,” and “our” refer to Intel Corporation (“**Intel**” or “**Promoter**”). You must agree to these Offer T&Cs to participate in the Offer. Please read them carefully to fully understand the Offer T&Cs prior to continuing. By continuing, you agree to be bound by these T&Cs.

DUE TO SECURITY CONCERNS, ACCESS TO THE OFFER WEBSITE VIA A VIRTUAL PRIVATE NETWORK OR PROXY IS STRICTLY PROHIBITED.

1. **ELIGIBILITY.** You are eligible to participate in the Offer if you (i) are an Australia resident; (ii) agree to these Offer T&Cs; (iii) agree to Promoter’s Terms of Use at [www.intel.com.au/content/www/au/en/legal/terms-of-use.html](http://www.intel.com.au/content/www/au/en/legal/terms-of-use.html) and Privacy Policy (see clause 22); and (iv) purchase a qualifying Intel® Core™ Ultra processor-based device as listed below (“**Qualifying Device**”) from a participating retailer during the Purchase Period (“Participating Australian Retailers” are listed below). If you are under 18 years old, you must have parental/guardian approval to enter and further, the parent/guardian 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 Offer.
2. There is a limit of three (3) claims per eligible claimant for this offer.
3. **PARTICIPATING AUSTRALIAN RETAILERS AND QUALIFYING DEVICE(S).** The Participating Australian Retailer is JB HiFi. The Qualifying Device(s) may differ by Participating Retailer and may include some, but not necessarily all, of the following devices: Intel® Core™ Ultra Laptops. The Qualifying Device(s) include the below eligible processors:  
  
Intel® Core™ Ultra 5 processor  
  
Intel® Core™ Ultra 7 processor  
  
Intel® Core™ Ultra 9 processor  
  
**The following devices are excluded from the promotion:**  
Intel® Core™ Ultra 5 processor - MSI Claw A1M Handheld Gaming Console Device  
Intel® Core™ Ultra 7 processor - MSI Claw A1M Handheld Gaming Console Device
4. **PROMOTER.** The “Promoter” is Intel Australia Pty Ltd (ABN 59 001 798 214) of L 17, 111 Pacific Hwy Sydney, 2060 Australia Sydney, NSW Australia. The Promoter has engaged Vault Payment Solutions Pty Ltd (ABN 66 632 373 105) of Level 31, 367 Collins Street, Melbourne VIC 3000, to undertake the fulfilment of the Offer.
5. Subject to these Offer T&Cs, to participate in this Offer, you must (i) purchase a Qualifying Device between May 20, 2024 to 11:59PM AEDT on June 30, 2024 (“**Purchase Period**”) and then (ii) you must complete the purchase verification process and submit a valid claim form with your sales invoice or receipt (“**Proof of Purchase**”) for verification within 14 days of the date of purchase (as shown on your Proof of Purchase) and by no later than 11:59pm AEDT on **July 14, 2024** (“**Submission Period**”).
6. **HOW TO CLAIM.** To be eligible to submit a claim, claimants must undertake the following steps:

- visit [www.inteleofygift.com.au](http://www.inteleofygift.com.au) (“Offer Site”);
- follow the prompts to the claim form;
- input the requested details, including their mobile phone number, valid email address, the details of the Qualifying Device they purchased and the Participating Retailer;
- upload their Proof of Purchase issued by the Participating Retailer of purchase when prompted;
- select their preferred gift; and then
- submit the fully completed claim form within 14 days of the date of purchase and by no later than 11:59pm AEDT on July 14, 2024

7. Every valid claim received will be awarded a Grocery card in the form of a mobile gift card. The Promoter will award claimants the value of:
- a. \$30 for those who purchased the Intel® Core™ Laptops, powered by Ultra 5;
  - b. \$50 for those who purchased the Intel® Core™ Laptops, powered by Ultra 7;
  - c. \$90 for those who purchased the Intel® Core™ Laptops, powered by Ultra 9.

Gifts will be awarded within two (2) business days of verification.

8. Any ancillary costs associated with redeeming the mobile voucher (“**the Grocery Card**”) are not included. The Voucher must be activated within 1 months of issue and is valid for 12 months after activation. At expiry of the Voucher any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Voucher expiry and balance can be found in the Vault Payments application. The Voucher is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (“**EML**”) and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 (“**Vault**”). See [www.vaultps.com.au/terms-conditions/#T&Cs-Vault-PVL](http://www.vaultps.com.au/terms-conditions/#T&Cs-Vault-PVL) for terms and conditions.

The Grocery Gift Card will be strictly valid at merchants with the following merchant category codes:

- a. Grocery Voucher - Grocery Stores, Supermarkets – 5411

9. Once the SMS has been delivered to the eligible recipient, recipients will need to follow the steps below to redeem:
- a. Click the unique link in the SMS to download the Vault application from the app store;
  - b. Follow the prompts to activate the Grocery Card;
  - c. View the Grocery Card in the Vault Application and select ‘Add to Wallet’ button;
  - d. Follow the prompts to tokenise the Grocery Card to native phone wallet;
  - e. Use in-store for the balance or less of the card.

10. Incomplete or indecipherable claims will be deemed invalid.

11. The Promoter’s decision is final, and no correspondence will be entered into.

12. The Promoter reserves the right, at any time, to verify the validity of your claim and identity (including your 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 Offer T&Cs, tampered with the claim process or engaged in any unlawful or other improper

misconduct calculated to jeopardise fair and proper conduct of the Offer. 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.

13. If there is a dispute as to your identity, the Promoter reserves the right, in its sole discretion, to determine your identity.
14. Any cost associated with accessing the Offer Site is your responsibility and is dependent on the Internet service provider used.
15. This Offer is valid only as long as supplies of the Qualifying Devices last, and the Offer is void where prohibited. Each Qualifying Device is eligible for only one (1) Offer. Cancelled orders or returned purchases are ineligible for participation in the Offer. To the fullest extent permitted by law, the Offer may be changed, cancelled, or suspended at any time, for any reason, without notice, at Intel's reasonable discretion if the fairness or integrity of this Offer is affected by cheating, fraud, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that could not be reasonably anticipated or controlled. This right is reserved whether the above circumstances are due to human or technical error.
16. If the Offer (or part of the Offer) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Offer (or that part of the Offer) with a gift to the equal value and/or specification.
17. The Offer, or any unused portion of the Offer, is not transferable or exchangeable and cannot be taken as cash.
18. The Participating Retailer from whom you purchased the Qualifying Device may not redeem this Offer on your behalf nor upload the Proof of Purchase to the Offer Site for verification. No incomplete, illegible, nonsensical, forged or automated claims generated by script, macro or any other automated means are permitted.
19. Intel reserves the right to correct any typographical or printing errors associated with the Offer. The invalidity or unenforceability of any provision, statement, sentence, or clause of these Offer T&Cs will not affect the validity or enforceability of any other provision, statement, sentence, or clause. In the event that any provision, statement, sentence, or clause is determined to be invalid or otherwise unenforceable or illegal, these Offer T&Cs will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision, statement, sentence, or clause were not included.
20. CAUTION: ANY ATTEMPT TO UPLOAD FRAUDULENT INFORMATION OR DELIBERATELY DAMAGE THE OFFER SITE OR UNDERMINE ITS LEGITIMATE OPERATION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, INTEL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
21. IMPORTANT: DISPUTES. By participating in the Offer, you agree that any and all disputes which cannot be resolved between the parties, and claims and causes of action arising out of or in connection with the offer will be resolved individually, without resort to any form of class actions. FURTHER, UNLESS RESTRICTED BY APPLICABLE LAW, IN ANY SUCH DISPUTE, CLAIM OR CAUSE OF ACTION, EXCEPT (I) IN THE CASE OF DAMAGES CAUSED BY CULPABLE INJURY TO LIFE; BODY OR DEATH OR (II) IN CASE OF GROSS

NEGLIGENCE OR A WILLFUL MISCONDUCT BY PROMOTER, IN NO EVENT WILL PROMOTER HAVE RESPONSIBILITY FOR OR ANY LIABILITY TO YOU, OR TO ANY OTHER THIRD PARTY, FOR ANY LOST PROFITS, LOST DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, DAMAGE TO ANY COMPUTER (SOFTWARE OR HARDWARE) RESULTING FROM YOUR PARTICIPATION IN ANY OFFER OR PROMOTION, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' AND OTHER PROFESSIONALS' FEES), ARISING OUT OF YOUR PARTICIPATION IN ANY OFFER OR PROMOTION, THESE OFFER T&CS, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY.

22. **LIABILITY.** 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, as well as any other implied warranties under the ASIC 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) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Offer.
23. 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; or 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 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 claimant; or (f) use of the Offer.
24. **PRIVACY.** Intel collects personal information ("**PI**") in order to conduct the Offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Participation is conditional on providing this PI. Intel respects your privacy and will use and handle PU as set out in its Privacy Notice. The Intel Privacy Notice located at <https://www.intel.com.au/content/www/au/en/privacy/intel-privacy-notice.html> describes our privacy practices regarding the collection, use, and disclosure of your personal information through Intel's web sites, products, online services, software, apps, tools, and other services and functionality we provide, including this Offer. Unless otherwise indicated by Intel, Intel may disclose PI to entities outside of Australia.
25. **DATA RETENTION.** User's data required for legal audits will be stored in the database associated with the Offer for the latter of (i) three (3) years from your acceptance of these Offer T&Cs. If you accept the Terms and Conditions for a new Offer during the initial three (3) year window, the three (3) year period will reset and all legal related data from your initial engagement period will be stored. At the end of the retention period for legal related data, all such information will be permanently deleted from the database.
26. For customer service, legal, and auditing purposes, information related to your inquiry will be retained in the database associated with this Offer for three (3) years from when you first submit it.

27. If you update any of your personally identifiable information associated with your claim, those updates will not be sent to the third parties to which you had consented during participation in an Offer. If you wish to update the information initially sent to third parties, you will need to contact those third parties directly.
28. This Agreement is governed by and shall be construed in accordance with the laws of New South Wales, Australia. The parties submit all their disputes arising out of or in connection with this Agreement to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

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