



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

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## 1. Introduction

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Lenovo (Australia & New Zealand) Pty Limited (**Lenovo**) is pleased to provide Lenovo Premier Support (the **Service**) pursuant to these terms and conditions.

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## 2. Important Notice – Consumer Law

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THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Lenovo is required by the Australian Consumer Law to include the following statement:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

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## 3. Definitions

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<b>AEST</b>	means Australian Eastern Standard Time.
<b>CRU</b>	means Customer Replaceable Unit (i.e. where a Warrantable Incident can be resolved through the provision of a Part by Lenovo for You to self-install).
<b>Extended Warranty</b>	means the Lenovo Extended Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>Lenovo</b>	means Lenovo (Australia & New Zealand) Pty Limited (ABN 70 112 394 411) of Level 4, 12 Help Street, Chatswood NSW 2067.
<b>Limited Warranty</b>	means the Lenovo Limited Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>NBD</b>	means Next Business Day.
<b>NBD Onsite Labour</b>	means NBD labour provided by Lenovo at Your registered location to help troubleshoot, diagnose and resolve Warrantable Incidents.
<b>OEM</b>	means Original Equipment Manufacturer.
<b>OEM Supported Software</b>	may include software such as Norton AntiVirus™, Microsoft® Office software, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe® Acrobat® software. Lenovo reserves the right to update or amend this list from time to time (which You can identify by calling Lenovo's Premier Support Call Centre).
<b>Part(s)</b>	means a genuine product or part provided by Lenovo which may not be new but will be in good working order and at least functionally equivalent to the original Lenovo product or part.
<b>Product</b>	means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by You. Hardware Products include personal computers, servers, storage devices and accessories. Software Products include computer software Programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

<b>Program</b>	means a software Product.
<b>RTD</b>	means Return to (Lenovo) Depot.
<b>Service</b>	means Lenovo's Premier Support (Australia), the scope of which is defined in these terms and conditions.
<b>TAM</b>	means Technical Account Manager.
<b>Warrantable Incident</b>	means a defect in materials and/or workmanship under normal use during, and per the terms of, Lenovo's Limited Warranty and Extended Warranty applicable to Your supported Lenovo Product(s).
<b>You or Your</b>	means you the purchaser of the Service.

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#### **4. What these terms and conditions cover**

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- 4.1 To the extent permitted by law, these terms and conditions - together with the Lenovo Limited Warranty and any Lenovo Extended Warranty - are the complete agreement between You and Lenovo regarding the Service.
- 4.2 You agree these terms and conditions supersede and replace any prior oral or written communications between you and Lenovo (or Lenovo Authorized Reseller) regarding the Service.
- 4.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
- 4.4 These terms and conditions are only valid in Australia.

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#### **5. Premier Support – Scope of Service**

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##### **5.1 Designated Onshore Technical Account Manager**

Lenovo will provide You with a designated, Australian based TAM.

The Lenovo designated TAM will:

- (a) be based in Australia;
- (b) provide remote troubleshooting and diagnostic assistance (including connecting to Your system or Products over a secure internet connection);
- (c) OEM Supported Software Support;
- (a) provide end-to-end case management regarding Your Warrantable Incidents to help track, progress and close;
- (d) provide escalation management and a single, designated point of contact for all Your Warrantable Incident management;
- (e) where required, coordinate or implement NBD Onsite Labour requirements;
- (f) provide support for preliminary network connectivity requests; and
- (g) facilitate online support to Lenovo support forums.



# Premier Support (Australia) Terms & Conditions Australia - 1800 402 583

## 5.2 **Premier Support Call Centre (Weekdays 7am – 7pm AEST)**

Lenovo will provide You with access to the Sydney based Premier Support Call Centre.

The Premier Support Call Centre is available weekdays between 7am – 7pm AEST (excluding Australian national public holidays).

Lenovo will use commercially reasonable efforts to ensure the Premier Support Call Centre is responsive to Your calls.

The Premier Support Call Centre can be contacted on: [Australia 1800 402 583](tel:1800402583).

The Premier Support Call Centre will facilitate:

- (b) remote troubleshooting and diagnostic assistance (including possibly connecting to Your system or Products over a secure internet connection);
- (c) OEM Supported Software Support;
- (d) information regarding Your Warrantable Incident case management to help track, progress and close;
- (e) validation of Your Product serial number and Service entitlements;
- (f) determine whether Your issue is a Warrantable Incident; and
- (g) determine whether your Warrantable Incident can be resolved via one of the following (at Lenovo's discretion):
  - (i) NBD Onsite Labour;
  - (ii) remotely;
  - (iii) via a CRU; or
  - (iv) on a RTD basis.

## 5.3 **Warrantable Incident Resolution – NBD Onsite Labour**

Post completion of Premier Support Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will provide NBD Onsite Labour to Your registered location to address Your Warrantable Incident.

NBD Onsite Labour:

- (a) is available for metropolitan areas within Australia (i.e. within 60 kms of Australian capital cities) – or other areas as may be approved by Lenovo - provided Premier Support Call Centre phone based troubleshooting has been completed before 3pm AEST the day before;
- (b) is available only on selected models of Lenovo Products ;
- (c) will be provided between 9am – 5pm (local time in Your registered location). Arrival times will depend on Your registered location and Your prompt response to Lenovo's request for confirmation of arrival time;
- (d) does not guarantee the resolution of a Warrantable Incident, nor the resolution of the Warrantable Incident within a given period of time;



# Premier Support (Australia) Terms & Conditions Australia - 1800 402 583

- (e) requires that, where You are not available at Your registered location, the Lenovo service provider will leave contact details to provide evidence of Lenovo's visit. At Lenovo's discretion You may be charged an additional charge for any required follow-up visits.

## 5.4 **Warrantable Incident Resolution – Remote**

Post completion of Premier Support Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve Your Warrantable Incident.

## 5.5 **Warrantable Incident Resolution – CRU**

Post completion of Premier Support Call Centre troubleshooting, if required (as determined by Lenovo - i.e. where a Part may be easily removed and replaced) Lenovo will provide you with a CRU for Your self-remediation of the Warrantable Incident.

Lenovo will ship CRUs to You at Your registered location and at our cost for installation by You.

CRU information and replacement instructions are shipped with Your Product and are available from Lenovo at any time upon request.

You may find a list of CRUs and their designation at [www.lenovo.com/crus](http://www.lenovo.com/crus).

As a default, Lenovo does not provide NBD Onsite Labour to install a CRU – but may decide to do so, at Lenovo's choice.

The requirement to return a defective CRU, if any, will be specified in the instructions shipped with a replacement CRU.

When a return of a defective CRU is required:

- (a) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and
- (b) You may be charged for the replacement CRU if Lenovo does not receive the defective CRU from You within thirty (30) days of Your receipt of the replacement CRU.

## 5.6 **Warrantable Incident Resolution – RTD**

Post completion of Premier Support Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will provide you with instructions and packaging to arrange for Your Product to receive RTD support to resolve Your Warrantable Incident.

RTD support will generally be chosen by Lenovo where we reasonable determine, post troubleshooting and diagnosis, that the Product cannot be serviced at Your registered location or that in order to resolve the Warrantable Incident, Lenovo requires the return of the Product to a Lenovo service depot.

Lenovo will provide You with packaging and shipping directions (at Lenovo's cost and choice of delivery method) to package the Product for return to Lenovo.

You must immediately package and mail the Product, along with any other Parts or information required by Lenovo, to ensure timely resolution of Your Warrantable Incident.

Any delay in packaging or mailing the Product will result in a delayed response from Lenovo.

Upon resolution, Lenovo will package and mail the Product to You at your registered location.

You will be liable for the cost of any Parts not packaged and mailed with the Product as reasonably required by Lenovo.



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

## 5.7 Parts Prioritisation

You will receive prioritization of Parts allocation for Your Warrantable Incidents.

## 5.8 OEM Supported Software Support

OEM Supported Software Support includes Lenovo providing a single point of contact and collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- (a) providing operating system and Setup Assistance associated with associated with the OEM Support Software (**Note** - Setup Assistance only includes: support of OEM Support Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);
- (b) Lenovo's TAM acting as a single point of contact to facilitate communication between You and the OEM;
- (c) until Your issue is identified, isolated and escalated to the OEM, Lenovo's TAM will engage with the OEM to register Your issue. Lenovo's TAM will then monitor the issue and update on status and proposed resolutions;
- (d) it is a pre-condition to this service that You must have all necessary licence and support agreements in place with the OEM;
- (e) Lenovo excludes any and all responsibility or liability for the performance of the OEM's software, products or services; and
- (f) Lenovo does not warrant that any issue will be resolved; and
- (g) You understand and agree that resolutions may not be available from the OEM. You accept that where no resolution is available – or where the resolution is unacceptable to You – that Lenovo's obligation to provide collaborative support is still fulfilled.

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## 6. **Your Responsibilities**

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### 6.1 General

In order to receive the Service, Lenovo requires You to:

- (a) have obtained the necessary permissions to enable Lenovo to access and use Your Products (including any software, data or other information contained within);
- (b) have obtained the necessary permissions to enable Lenovo to attend Your registered location;
- (c) cooperate with, and follow the reasonable instructions of, the Lenovo TAM or Premier Support Call Centre;
- (d) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
- (e) where Lenovo provides any NBD Onsite Labour at Your registered location, You will provide (at no cost) a safe and sufficient working environment (including access to Your facilities or other electrical products) required to allow Lenovo to provide the Service;
- (f) ensure You have, and maintain, all necessary licenses and support agreements in relation to the OEM Supported Software;



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

- (g) ensure You maintain the latest minimum release levels or configurations required for the Lenovo Products (per [support.lenovo.com/au/en/](http://support.lenovo.com/au/en/)) and OEM Supported Software; and
- (h) complete a back-up of all data, information, software and other applications on your Products prior to any Service. You are also responsible for removing any confidential, personal or other proprietary information from your Product as well as any removable media.

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## 7. Exclusions

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### 7.1 General

The following are excluded from the scope of the Services:

- (a) installation or de-installation services;
- (b) relocation services;
- (c) training services;
- (d) cosmetic services, support or accessories;
- (e) third party product or software support outside of OEM Supported Software Support;
- (f) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
- (g) software, spyware, malware or other virus or malicious software removal;
- (h) back-up services;
- (i) advanced wireless, networking or remote installation, set-up or optimization services;
- (j) scripting, programming, software or database design, implementation, development or other programming support;
- (k) repairs necessitated by software problems;
- (l) repairs or support as a result of support, fix, alternation, adjustment or repair by a party other than Lenovo or a Lenovo authorized service provider;
- (m) uninterrupted or error-free operation of a Product;
- (n) loss of, or damage to, Your data;
- (o) damage caused by a non-authorized service provider;
- (p) failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo Product at your request;
- (q) peripheral or third party products, even if installed by Lenovo; and
- (r) consumable products such as batteries other than as provided as part of the Services.

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## 8. Other Terms

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8.1 Lenovo warrants the Services will be performed with reasonable care and skill.

### 8.2 Replacements



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

- (a) When a Service involves the replacement of a Product or Part, the replaced Product or Part becomes Lenovo's property and the replacement Product or Part becomes Your property.
- (b) Only unaltered Lenovo Products and Parts are eligible for replacement. The replacement Product or Part provided by Lenovo will be in good working order and functionally equivalent to the original Product or Part. The replacement Product or Part may not be new.
- (c) Except to the extent permitted by law, the replacement Product or Part shall be warranted for the balance of the period remaining on the original Product.
- (d) Products and Parts presented for repair may be replaced by refurbished Products or Parts of the same type rather than being repaired. Products and Parts that are repaired may be repaired using refurbished Parts. Product repair may result in loss of data, if the Product to be repaired is capable of retaining user-generated data.

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## 9. Limitation of Liability

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- 9.1 Lenovo is responsible for loss or damage to Your Product only while it is in Lenovo's possession or in transit, if Lenovo is responsible for the transportation.
- 9.2 Neither Lenovo nor any Lenovo service provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a Product.
- 9.3 Lenovo, including its officers, employees, affiliates, suppliers, resellers, or service providers, shall not be liable for any of the following even if informed of their possibility and regardless of whether the claim is based in contract, tort, warranty, negligence, strict liability or other theory of liability:
  - (a) third-party claims for damages;
  - (b) loss of, disclosure of, or damage to, data or confidential or proprietary information;
  - (c) special, incidental, consequential, punitive or indirect damages; or
  - (d) any loss of profits, business, revenue, goodwill or anticipated savings.

In no case shall the total liability of Lenovo, its officers, employees, affiliates, suppliers, resellers or service providers for damages from any cause exceed the amount of actual direct damages, nor the amount paid for the service.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to You.

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## 10. General

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- 10.1 Any information exchanged between Lenovo and You is not confidential or proprietary, including any information You disclose over the phone or electronically.
- 10.2 **Privacy:**
  - (a) If You obtain this Service, your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from You directly or from our authorized service providers and used in connection with performing the Service.
  - (b) Lenovo may also contact You to inquire about Your satisfaction with the Service or to notify You about any product recalls or safety issues.



# Premier Support (Australia) Terms & Conditions

Australia - 1800 402 583

- (c) In accomplishing the above purposes, Lenovo may provide Your information to a third party or related entity Lenovo uses to support it in providing the Service. These third parties and related entities may be located outside Australia. The relevant countries change from time to time (eg, as Lenovo changes our third party support arrangements) and it is not practicable to list those countries here.
  - (d) Lenovo require all parties to whom it discloses Your contact information to only use that information for the purpose of supporting Lenovo to provide the Service and to take appropriate steps to protect Your contact information from unauthorized use or disclosure.
  - (e) Lenovo may also disclose Your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www.lenovo.com/privacy/au/en/>. Lenovo's policy contains details about its process for managing any queries or complaints regarding handling personal information.
- 10.3 If any provision of these terms and conditions is deemed unenforceable or void, the remaining provisions shall remain in effect.
- 10.4 Nothing in these terms and conditions affect any statutory rights of consumers that may not be waived or limited by contract.
- 10.5 Neither party is responsible for failure to fulfil obligations due to causes beyond their control.
- 10.6 Either party may communicate with the other by electronic means. Such communication is deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.
- 10.7 Each party will comply with any laws and regulations that are applicable to these terms and conditions.