

Terms and Conditions

Data Center Trade Up

To complete your Lenovo Data Center Trade Up registration please read the program terms and conditions.

By clicking on the "Accept" button and by using this Data Center Trade Up program website, you agree to each of the terms and conditions set forth and/or linked below.

Lenovo Data Center Trade Up Program ("Program") is promoted by Lenovo and managed on behalf of Lenovo by Motivforce Marketing and Incentives, Pte Ltd. ("MMI"), an independent third party, Company Address: 30 Cecil Street #19-08 Prudential Tower Singapore 049712.

By clicking the "Accept" button, you hereby release Lenovo and its respective directors, employees, and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of MMI's services and the Program including, without limitation, uncompleted or completed transactions or disputes between you and MMI.

The following terms and conditions apply to your use of the Program. If you have any questions please contact service@lenovotradeup.com

We may amend the Program at any time by posting the amended terms on this site.

Terms are effective immediately upon posting. This version of the site was first posted on April 2nd 2020.

Eligibility Rules

End User customer must comply with instructions below:

- Purchase an Eligible Lenovo Product ("Eligible Product") from the eligible product list as specified within the program.
- In addition to the Eligible Products, optional Windows Server ROK Licenses ("Eligible License") and Windows Server Client Access License Packs ("Eligible CAL Packs") can be purchased from the eligible license list as specified within the program. A complete

list of licenses is available on the program website www.Lenovotradeup.comThe purchase sale invoice of Lenovo eligible products must be within 3 months of the purchase invoice date submitted to the program website, in order to make a Trade up rebate claim.

- Scrap a qualifying legacy Lenovo or competitive product and provide the Scrappage Self-Certification Form signed by an authorized signatory within your company. The Scrappage Self-Certification Form is available for download on the program website www.Lenovotradeup.com.
- Qualifying scrap products include products from manufacturers such as Cisco, Dell, Fujitsu, Hewlett Packard Enterprise, Huawei, IBM, NEC, Sun/Oracle, Super Micro and Other Non-Lenovo brands eligible A complete list is available on the program web site www.Lenovotradeup.com;

The program is available in the following countries:

Country	Currency
UK	GBP
Italy	Euro
Belgium	Euro
Luxembourg	Euro
Netherlands	Euro
Czech Rep	CZK
Finland	Euro
France	Euro
Slovakia	Euro
Denmark	DKK
Norway	NOK
Iceland	ISK
Sweden	SEK
UAE	AED
South Africa	SAR
Germany	Euro
Austria	Euro

Submit a Claim to Lenovo for Trade Up cashback (“Cashback”)

The cash back values shown within the program website are:
Euros/GBP/DKK/NOK/SEK/AED/SAR/ISK/CZK.

- Payments are made in local currency and any local taxes are included inclusive of rebate value. Rebate values are made based on the value of the new Eligible Products.
- Eligible Products with associated Lenovo rebate values are listed in the Eligible products table within the program website. Lenovo reserves the right to withdraw or change Eligible Products and amend the rebate values at any point during the Promotion period.
- At least one (1) Qualifying Product must be scrapped for each Eligible Products for which you are claiming a rebate on a like for like basis. The scrapped product must be in an equivalent product category to the Lenovo product for which you are claiming a rebate. See example:

Example: A storage product must be scrapped if you are claiming a rebate for a Lenovo storage controller

- A maximum of ten (10) Lenovo Eligible Products (servers, system, storage controllers) per customer are eligible for Cash back during the program period.
- A maximum of ten (10) eligible Windows Server ROK Licenses and/or ten (10) Windows Server Client Access License (CAL) Packs per customer are eligible for Cash back during the program period. The scrapped product Qualifying Product(s) must be located in the same country as the registered user during the Claim request submittal process.
- The company accepting these Terms and Conditions must be the one making the Scrapped claim rebate request.
- The payment will be made to the company name listed on the proof of purchase documentations for the new Lenovo product(s) purchase invoice.
- Allow seven (7) business days after you submit your purchase invoice and supporting documentation, including contract number, for validation and payment confirmation.
- Lenovo reserves the right to reject any claim that does not meet the terms and conditions stated within the eligibility rules
 - To avoid validation & payment delays or claim rejection, MMI must receive a fully completed online claim form, as well as the proof of purchase of eligible new Lenovo product, and the Scrappage Self-Certification Form before MMI will initiate issuance of payment.
- Customer can expect to receive payment within 6 to 8 weeks of the claim receipt date
- Lenovo reserves the right to reject customers from participating in the promotion, where other Lenovo promotional offers or special pricing agreements has been already offered.

- Lenovo reserves the right to request additional information concerning the relevant transactions at any time and to reject requests for which the eligibility criteria are not met.
- Lenovo reserves the right to cancel this entire program before any stated end date with immediate effect. A notice of cancellation will be displayed on the program website. Any claims submitted before cancellation will be processed as normal.
- Program void where taxed, regulated, restricted, or prohibited by law.
- Employees (and their immediate families including spouse, natural and stepparents, children, siblings and members of their household) of Lenovo and its affiliates and advertising and promotional agencies are not eligible to participate.
- The program is available for only purchases / of new eligible product direct from Lenovo, or from an authorized Lenovo reseller.
- The program is not valid on refurbished product, reseller demo units, product purchased through Internet auctions, or from any other unauthorized reseller of Lenovo products.
- The program is an end user promotion only. MMI will not compensate Lenovo Authorized Resellers for discounts that exceed the program FMV or cash back values.
- The program is an end-user customer scrappage program and the entire combined value of the claim is passed on from MMI to the end-user customer.

Request Submission Process

- Purchase a new qualifying Lenovo product and submit your claim within 3 month of the purchase invoice date
- Complete the online claim form. Registration is required to complete the claim form.
 - You will immediately receive a confirmation email acknowledging the receipt of your claim request.
 - Keep a copy of your confirmation email and purchase invoice for your records.
- Customer is responsible for the scrappage and disposal of their own purchased kit
- End User customer is to ensure proper recycling and waste processing of Eligible Product.
- Electrical and electronic equipment (EEE) with the WEEE marking may not be dispose as unsorted municipal / household waste. Waste of EEE (WEEE) is required to be processed by following the local laws and regulations valid in the region of the End User customer. For recycling of Lenovo branded products please see the Lenovo recycling website: <https://www.lenovo.com/recycling>
- MMI must receive a fully completed online claim form, as well as the proof of purchase of eligible new Lenovo product, and the eligible Scrapped Self-Certification Form before MMI will initiate issuance of payment

- The customer warrants that the scrapped product(s) are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due.
- The customer shall indemnify MMI from all claims or losses sustained by MMI as a result of any breach of this warranty.
- Risk of loss for the scrapped products shall remain with the customer until delivery of the same to the designated carrier.
- MMI reserves the right to delay payment and/or review all claim requests that require investigation due to suspicious and or fraudulent activity. Such as, not limited to false claim documentation.
- A business registration number and business bank account are required in order to process all claims.

Transmission Errors

MMI makes every effort to ensure the accuracy of all information that you receive in relation to your claim request. In the event of typographical errors, technical inaccuracies, or product pricing errors or omissions, MMI reserves the right to correct the error within seven calendar days of the claim request. If MMI corrects the error, MMI will provide you with the following options: (1) to proceed with the transaction based on the correct information, or (2) cancel your transaction, in which case we will promptly send your product back whenever possible or replace it with like product (i.e. similar make, model).

Fraudulent claim Requests

Submitting false claim requests for program benefits will disqualify end-user's claim and make end-user or Lenovo authorized reseller ineligible for future participation in Lenovo programs, and may subject end-user or Lenovo authorized reseller to civil liability or criminal prosecution.

Lenovo reserves the right to share submitted sales documentation with the issuing distributor for confirmation of validity of sale.

Sharing Information with Lenovo

We will share your basic contact information (name, email address, address) with Lenovo, the sponsor of this program. Lenovo may add this information to its customer database. If it does so, the information will only be used in strict accordance with Lenovo privacy policies.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAW, AND NO CONFLICT OF LAWS OR PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE THAT ANY ACTION AT LAW OR INEQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN, AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.