

EOFY
Gift with Purchase (Dell)
Terms and Conditions

Trikon Pty Ltd

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Trikon Pty Ltd (Trikon, Us, We), Redeemer (You)

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1. About This Offer

- 1.1. \$0 Laptop with purchase for eligible customers for a limited time
- 1.2. You will be eligible if;
 - a) you chose to enter into a third-party finance agreement separate to Trikon or its provision of services, information and/or products.
 - b) Purchase Business phone system from Trikon by;
 - i. Cash - On Full Payment
 - ii. Eft – Into Trikon Bank & Once Cleared
 - iii. Cheque – Once Cleared
 - iv. Direct Debit – Once Cleared
 - v. Or any method approved by written consent from sales@trikon.com.au
- 1.3. \$0 Laptop with purchase will be shipped after we can confirm settlement of any payments towards the hardware (a), (b) and
- 1.4. dependant on availability of stock at that point in time the laptop will be made available for dispatch
- 1.5. Promotion and offers provided by Trikon are contingent on the Terms outlined in s2.
- 1.6. Gifts will be shipped to your pre-nominated business address or provided as specified in your order form.
- 1.7. Option available are specified as
 - a) Business Grade manufacturer refurbished Dell Laptop (Latitude E7000 Series)
- 1.8. Offers are available on a first come first serve basis with availabilities dependant on time, eligibility, stock and promotional period.

I) Offer refurbished Dell Laptop (Latitude E7000 Series) Specifications;

- 1) Gifted as is.
- 2) Based on Dell lab testing. Weights vary depending on configuration and manufacturing variability.
- 3) Configuration preinstalled software and additional specifications refer to the Technical Guidebook available on dell.com.
- 4) The Dell notebook portfolio contains Corning Gorilla Glass 2 and Corning Gorilla Glass NBT on select systems - See product specification for details
- 5) Requires an Intel wireless card, a compatible Media Adapter (sold separately) and an HDMI or composite AV-enabled display
- 6) Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.
- 7) Significant system memory may be used to support graphics, depending on system memory size and other factors. GB means 1 billion bytes and TB equals 1 trillion bytes; actual
- 8) Capacity varies with preloaded material and operating environment and will be less.
- 9) A 64-bit operating system is required to support 4GB or more of system memory.
- 10) Intel Rapid Start requires a Solid-State Drive (SSD) or properly configured HDD + SSD
- 11) Intel Smart Response Technology requires a 32GB SSD setup as secondary storage device.

- 12) Dell Latitude laptops are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEMI Position
- 13) Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less
- 14) than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total
- 15) less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%). Unless specifically stated, external power cords, adapters,
- 16) peripherals and service parts are excluded.
- 17) Mobile Broadband: Subject to wireless provider's broadband subscription and coverage area; additional charges apply.

2. Terms of this offer

- 2.1 Only available for new customers;
- 2.2 You must select your option at Point of Sale
- 2.3 Available for a limited time period unless otherwise specified ('time is of the essence');
- 2.4 Must be availed through pre-specified finance process;
- 2.5 Finance eligibility subject to approval and not on terms with Trikon; and
- 2.6 Only available in metro NSW, Australia;
- 2.7 Available for customers who have been confirmed as eligible through the stages of finance and settlement process.
- 2.8 Options cannot be exchanged or transferred and you may void your eligibility if you intend to modify the offer;
- 2.9 We will make every effort to notify you of the confirmation of settlement within 14 days of receiving it.
- 2.10 All offers operate independent of any agreement's and are not sufficiently considered contingent on the performance of any agreement.
- 2.11 Trikon is responsible for the supply and install of the equipment you have financed and
- 2.12 Trikon is not liable for any agreement for Finance, or goods which are provided as promotional.
- 2.13 it is assumed any promotional questions and concerns are raised to it in accordance with its terms and conditions and to the relevant party.
- 2.14 This offer and any associated Trikon service and the legal relations between the parties hereto shall be governed by the laws of the state of NSW without regard to the conflict of laws rules thereof.
- 2.15 Nothing in this or any Trikon agreement indicates the intention to reduce the rights of any party to the agreement.
- 2.16 Any service provided in conjunction with this offer has no bearing or liability on Trikon and the terms for which this offer is bound.

3. Additional Reference and Included Terms

a) Offer(S) and Offer Types:

(1) Refer to your agreement for specifics of your offer(s). Any redemption or inclusion is to be treated as the terms of the offer specify and are subject to the conditions of availability and any additional terms referenced by the offeror(s).

ii) Credits(s):

(1) Any credit is for use as per the specified nature of the offer. The credit cannot be exchanged, transferred, altered in any form. Any credit may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other discount offers unless specified. You will no longer receive your credit if your agreement changes and may incur charges equivalent to the value of any credit provided or performed till date.

iii) Redemption(s):

iv) Any redemption is for use as per the specified nature of the offer. The redemption cannot be exchanged, transferred, altered in any form. Any redemption may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other discount offers unless specified. You will no longer receive your redemption if your agreement changes and may incur charges equivalent to the value of any redemption provided or performed till date.

v) Included value(s):

vi) Any included value is for use as per the specified nature of the offer. The included value cannot be exchanged, transferred, altered in any form. Any included value may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other discount offers unless specified. You will no longer receive your included value if your agreement changes and may incur charges equivalent to the value of any included value provided or performed till date.

vii) Discount(s):

viii) Any discount is for use as per the specified nature of the offer. The discount cannot be exchanged, transferred, altered in any form. Any discount may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other discount offers unless specified. You will no longer receive your discount if your agreement changes and may incur charges equivalent to the value of any offer provided or performed till date.

ix) Promotion(s):

x) Any promotion is for use as per the specified nature of the offer. The promotion cannot be exchanged, transferred, altered in any form. Any promotion may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other offers unless specified. You will no longer receive your promotion if your agreement changes and may incur charges equivalent to the value of any discount provided or performed till date.

xi) Limited (offer):

i. Any limited offer is for use as per the specified nature of the offer. The limited offer cannot be exchanged, transferred, altered in any form. Any limited offer may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other offers unless specified. You will no longer receive your limited offer if your agreement changes and may incur charges equivalent to the value of any limited (offer) provided or performed till date.

b) **Exclusive (offer):**

i) Any exclusive offer is for use as per the specified nature of the offer. The exclusive (offer) cannot be exchanged, transferred, altered in any form. Any exclusive (offer) may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other offers unless specified. You will no longer receive your exclusive offer if your agreement changes and may incur charges equivalent to the value of any exclusive (offer) provided or performed till date.

c) **Adjustment(s) (offer):**

i) Any adjustment is for use as per the specified nature of the offer. The adjustment offer cannot be exchanged, transferred, altered in any form. Any limited offer may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other offers unless otherwise specified. You will no longer receive your adjustment (offer) if your agreement changes and may incur charges equivalent to the value of any adjustment (offer) provided or performed till date.

d) **Perks(s):**

i) Any perks for use as per the specified nature of the offer. The perks cannot be exchanged, transferred, altered in any form. Any perks may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other perks unless otherwise specified. You will no longer receive your perks if your agreement changes and may incur charges equivalent to the value of any adjustment provided or performed till date.

e) **Promo(s)**

i) Any promo is for use as per the specified nature of the offer. The promo cannot be exchanged, transferred, altered in any form. Any promo may be withdrawn at the discretion of the offeror without limitation e.g. Out of market, ineligibility, delayed redemption etc. Not applicable with any other promo unless otherwise specified. You will no longer receive your perks if your agreement changes and may incur charges equivalent to the value of any adjustment provided or performed till date.

1. Extended terms

You agree that ...

1) Limitation of Liability

- 1.1. The offer ("EOFY Gift with Purchase (Dell)") is provided on an "as is" and "as available" basis and the acceptance of any such offer is agreed by you to be at your own risk.
- 1.2. Trikon assumes no offers, representations or warranties, either expressed or implied are associated have been made, with respect to the offers and services outside of the written and sealed agreement.
- 1.3. Trikon makes no offers, representations or warranties, either expressed or implied, with respect to the offers and services provided or any information provided by an alternate or proposed collaborator in the acceptance of any offer or purchase of any service.

- 1.4. Trikon is not responsible for late, lost or misdirected email or other communications.
- 1.5. Trikon shall not responsible for any failure to receive a redemption or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications product or service or problems, including however not limited to (acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other possible facilities beyond our control).
- 1.6. Trikon is not responsible for any damages, injury or economic loss arising from the use of the content or service provided by Trikon.com.au. And
- 1.7. Trikon is not responsible for any damages, injury or economic loss arising from the use of any services or offers advertised or proposed through an alternate person(s). And
- 1.8. In no event will Trikon.com.au be liable to you for any direct, indirect, incidental or consequential damages or economic loss arising out of the service or in association with your agreement or any other offers, or services or products provided to you.
- 1.9. You accept all liabilities as permitted by the full extent of the law for any non-compliance with your agreement or the redemption of this offer.
- 1.10. You will hold harmless Trikon.com.au, its partners, subsidiaries, officers, directors, owners, agents and employees and limit any
- 1.11. Liability to you or anyone else for any loss or injury resulting from the use of the service(s) or the delay in any delivery unless otherwise indicated by parties to the final agreement.
- 1.12. All times/timings/due dates provided by Trikon both pre and post redemption of services or offers are to be treated as a rough and general estimated of times which may apply to your offer or service being provided.
- 1.13. Services are provided on the basis of facility and equipment availability. You acknowledge and understand the limitations of technology and as such will allow for amendments and or changes as required for the requested service to be delivered. In the case of technological limitations, both parties agree to make the necessary arrangements to advise and demonstrate a cooperative bargain and attempt to fulfil the terms of the agreement.

2) Unenforceable offer provisions

- 2.10. If any term or provision of this offer or the application of any such term or provision to any person, entity or circumstance is held by final judgment of a court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable in any situation in any jurisdiction, all other conditions and provisions of this agreement will nevertheless remain in full force and effect.
- 2.11. If the final judgment of such court or arbitrator declares that any term or provision mentioned is invalid, void or unenforceable, you agree to allow, as and where applicable, Trikon;

- 2.11.1. To reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases,
 - 2.11.2. Or replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid, illegal or unenforceable term or provision.
- 2.12. By proposing your eligibility to a promotion, you agree that you have been given that opportunity to read, or I have read, and agree to abide by the terms and conditions set out offer and agreement so listed.

3. Definitions:

- 3.1. Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- 3.2. The singular includes the plural and conversely.
- 3.3. A gender includes all genders.
- 3.4. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 3.5. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 3.6. A reference to legislation or to a provision of legislation includes a
- 3.7. Modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 3.8. A reference to dollars and \$ is to Australian currency.
- 3.9. The meaning of general words is not limited by specific examples introduced by including, or for example or similar expressions.
- 3.10. A reference to anything (including any right) includes a part of that thing but nothing in this clause 3.10 implies that performance of part of an obligation constitutes the performance of the obligation;
- 3.11. The meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions;
- 3.12. A reference to Australian dollars, ie. \$ is a reference to the lawful currency of Australia; and
- 3.13. All prices include 10% GST

- 3.14. The Corporation's act is a reference to the Corporation's Act 2001.
- 3.15. Other definitions of words are upon signing any agreement considered to be agreed as the terms for which Trikon has proposed the definition and the redeemer has accepted the offer.