



ICT BUSINESS SOLUTIONS

Total Telco Offer Terms and Conditions

Trikon Pty Ltd

info@trikon.com.au

15/10/2018

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

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1. About this offer

- 1.1. \$0 A4 Colour Multifunction Executive Printer Estimated Value (\$3,500), available through post install redemption process
- 1.2. Includes Bonus Printing Starter Kit (Started Toners (C,M,Y) prints approximately up to 4,400 pages).
- 1.3. \$50.00 Postage and Handling Fee (eligibility only Metro Areas) and
- 1.4. You Must, Opt-in to the offer to become eligible for the redemption (\$0 on a 60-month term)
- 1.5. Promotion and Offer is supplied by Trikon Pty Ltd and is provided under the terms signed within the agreement.
- 1.6. Discounted Install for \$299 + \$150 Pro Rata/Hour with Trikon Pty Ltd*
- 1.7. Standard 1 Year Warranty Included with A bonus 2 Years Upon Activation Online by User within of receipt of hardware.
- 1.8. Hardware is provided in accordance with the Standard Terms and Conditions of Trikon Pty Ltd and the Terms and Conditions of this Offer Listed below.
- 1.9. Offer Terms are to be applied in accordance with Trikon's terms including its SFOA available at www.trikon.com.au/terms/; and
- 1.10. Offer Terms are to be applied in accordance with Trikon's critical information summaries available at www.trikon.com.au.
- 1.11. Printer Ink and toner (ect.) may be provided at a reduced charge subject to Trikon's Manage Printing Terms and Conditions. Please contact sales@trikon.com.au for further information.

2. Terms of this Offer

- 2.1. Only Available for Select Customers through redemption;
- 2.2. Available for a Limited Time Period Unless Otherwise Specified ('Time is Of the Essence');
- 2.3. Must be availed through Pre-Specified Redemption Process;
- 2.4. Redemption's Subject to Approval; and
- 2.5. Only available in Australia, NSW, Sydney Metro;
- 2.6. Available for Customers who have been confirmed as eligible through the collaborator's process
- 2.7. Each redemption is valid for a limited time only and expires on the date specified in the email sent to the nominated claimant's email ID by Trikon Pty Ltd;
- 2.8. Redemption Must be made within 60 days including the day on which the dispatch of the email with the subject: "Congratulations - Find your Trikon Promo Hardware Redemption Code HERE" is made.
- 2.9. Redemption period starts on the day the email has been dispatched from Trikon Pty Ltd Servers;
- 2.10. First day is calculated as per Sydney AEST.

TRIKON PTY LTD

ABN (47 124 822 591)

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- 2.11. This offer cannot be combined or added in combination with any other offer(s) provided through Trikon unless otherwise specified. Trikon reserves the right to remove your discount should you cease eligibility at a later date.
- 2.12. The Redemption will end on the stroke of 5 pm 60 days from the sending of the email with the relevant redemption process.
- 2.13. All Offers operate independent of any agreement's and are not sufficiently considered contingent on the performance of any agreement.
- 2.14. Trikon is Responsible for the redemption and it is assumed any promotional questions and concerns are raised to it, within accordance with its terms and conditions.
- 2.15. 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;
- 2.16. Nothing in this or any Trikon agreement indicates the intention to reduce the rights of any party to the agreement.
- 2.17. Any additional service provided in conjunction with this offer has no bearing or liability on Trikon and the terms for which this or any other offer is bound.

3. Additional Reference and Included Terms

1. Offer(s) and Offer Types:

- i. 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).

a) Credits(s):

- i 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.

b) Redemption(s):

- i 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.

c) Included Value(s):

- i 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.

d) Discount(s):

- i 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.

e) Promotion(s):

- i 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.

f) 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.

g) 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.

h) 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.

i) 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.

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j) **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.

4. Extended Terms

You Agree that ...

1. Limitation of Liability

- 1.1. The Offer ("Unbeatable ICT Offer") 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, 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 is 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 Pty Ltd. 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

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- 1.8. In no event will Trikon Pty Ltd 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 Pty Ltd, 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.

2. Unenforceable Offer Provisions

- 2.1. 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.
- 2.2. 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;
- 2.3. to (i) reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases,
- 2.4. or (ii) 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.
- 2.5. By proposing you 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.

5. Definitions:

- 5.1. Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- 5.2. The singular includes the plural and conversely.
- 5.3. A gender includes all genders.
- 5.4. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 5.5. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 5.6. A reference to legislation or to a provision of legislation includes a
- 5.7. modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 5.8. A reference to dollars and \$ is to Australian currency.
- 5.9. The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.
- 5.10. a reference to anything (including any right) includes a part of that thing or part of what would be necessary to form meaning to the intended.
- 5.11. but nothing in this clause 1.10 implies that performance of part of an obligation constitutes performance of the obligation;
- 5.12. the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions;
- 5.13. a reference to GST or Australian Dollars, a \$, dollar or \$ is a reference to the lawful currency of Australia and Trade Regulation; and
- 5.14. the Corporations Act is a reference to the Corporations Act 2001 (Cth).