# **Terms & Conditions**



## **SYMANTEC PROMOTION - \$50 REBATE OFFER**

November 1, 2016 – February 10, 2017 Claims close: February 10, 2017

# **Participation**

- 1. Information on how to claim the \$50 Norton Rebate Offer (the "Offer") and details of the Offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. The Offer is open to Australian and New Zealand residents only. Employees of Symantec and their immediate families, resellers of Symantec/Norton products including retailer staff, agencies or anyone connected with the administration of the promotion are ineligible.
- 3. The Promoter (as defined below) reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Offer

- 4. The \$50 Rebate Offer is only valid for any full retail box/POSA version of Norton Security Premium for 5 or 10 Devices (1-Year or 2-Year editions), or Norton Small Business purchased from participating Australian and New Zealand retail stores between November 1, 2016 and February 10, 2017 inclusive. The Offer is not valid in conjunction with any other rebate or bonus offer(s). For the avoidance of doubt, The Offer is not valid for Attach, Not For Resale, academic or upgrade purchases, site licences, or OEM versions pre-installed on a new PC or laptop, or for online purchases from the Norton Store.
- 5. The Offer is not valid in addition to a full money-back refund under Symantec's 60 day money-back guarantee. If the Offer has been claimed prior to receiving a full money-back refund, the money-back refund will be the full price paid less the value of the rebate.
- 6. Limit of one rebate claim per valid full-version product purchased, up to a maximum of one (1) rebate claim per person, and three (3) per household or registered business address. Claimants must retain their original purchase receipt(s) and product packaging for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of all of a claimant's claims and forfeiture of any right to an Offer.
- 7. The Offer is claimable via online redemption to Symantec via the www.norton.com/anz/cashbacks website. No postal claim option is available. Multiple claims cannot be made for a single valid purchase. The Offer is not transferable or exchangeable.
- 8. To claim the Offer online from Symantec, the claimant must first install and activate their purchased Norton product with Symantec after 6:30am AEDST on November 1, 2016 and before 11:59pm AWST February 10, 2017 to enable automatic validation of their claim. The claimant must then visit the www.norton.com/anz/cashbacks site, and follow the instructions to enter a claim via the Symantec Online Redemption Centre. Online claims will be accepted until 11:59pm AWST on February 10, 2017
- 9. Every valid claim will receive a \$50 rebate in the form of a cheque. Claimants should allow 6-10 weeks from receipt of their claim by Symantec for delivery of their rebate cheque by post. Rebate amount will be in the currency of the country of purchase, (i.e. Australian Dollars for a purchase in Australia or New Zealand Dollars for a purchase in New Zealand).
- 10. Claimants will be notified by email if the Promoter requires additional information or supporting documentation for their claim.



#### General

- 11. Any cost associated with accessing the promotional website is the claimant's responsibility. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 12. All claims remain the property of the Promoter. The Promoter collects claimants' personal information in order to conduct the promotion. If the information requested is not provided, the claimant may not participate in the promotion. By participating in this promotion, unless otherwise advised by the claimant, claimant consents to their information being entered into a database and used by Symantec for future promotional, marketing and publicity purposes and will be stored at the office of Symantec and handled in accordance with Symantec's Privacy Policy, a copy of which is available on Symantec's public website: http://www.symantec.com/en/au/about/profile/policies/privacy.jsp.
- 13. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 14. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth.), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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.
- 15. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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 following: (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 Offer value to that stated in these Terms and Conditions; or (e) the Offer.
- 16. The Promoter (Promoter) is Symantec (Australia) Pty Ltd, ABN 59 085 397 100, Level 24, 207 Kent Street, Sydney, NSW 2000.
- 17. Symantec, Norton, the Checkmark Logo, and Norton 360 are all trademarks or registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. Other logos, brands and products are the trademarks of their respective holder(s).