

## THE FUJITSU PRODUCT RECYCLING PROGRAM

### OPERATOR

This program is operated by Fujitsu Australia Ltd of 118 Talavera Road, Macquarie Park, NSW (the “Operator”).

### TERMS AND CONDITIONS OF PROGRAM

Participation in this Program by you is acceptance of these terms and conditions. These terms and conditions form a binding contract between you and the Operator.

**1. Eligibility.** This program is available to:

- a. enterprise, business and educational customers who have purchased Eligible Items (as defined below) from Fujitsu Australia Ltd or its authorised distributors; and
- b. officers, employees, contractors or agents of such customers,

that are located in Australia (“**Eligible Person**”).

**2. Program Period.** This program commences on 1 April 2018 and continues until the Operator determines at its sole discretion to discontinue the program (“**Program Period**”). The Operator reserves the right to discontinue the program at any time with or without notice to you.

**3. Eligible Items.** The Operator will accept the following “Fujitsu” branded products for recycling (“**Eligible Items**”):

- a. Client computing devices (such as tablets, laptops and desktop workstations)
- b. Peripheral devices, such as monitors, scanners and accessories
- c. Storage systems and devices
- d. Server devices

Eligible Items may also include products which are not “Fujitsu” branded, where the Eligible Person has replaced that product by purchasing a “Fujitsu” branded product device of equivalent function. For products which are not “Fujitsu” branded, the Operator will determine if it is considered to be an Eligible Item at its sole discretion.

However Eligible Items do not include:

- a. Household Batteries or other batteries not supplied with the product
- b. Items that are hazardous or have potential risk of personal injury
- c. Items contaminated by chemical or biological substances in contravention of manufacturer guidelines.

**4. How to Recycle.** During the Program Period, if you wish to participate in the Program, you must:

- a. safely package the Eligible Item;

- b. clearly specify the sender's address on the packaging; and
- c. send the Eligible Item to one of the following addresses ("**Program Address**"),

Fujitsu Product Recycling Program, c/o Sims Recycling Solutions, 82 Marple Avenue,  
Villawood, NSW 2163

OR

Fujitsu Product Recycling Program, c/o Sims Recycling Solutions, 61-63 Nantilla Road  
Mulgrave, Victoria 3170

OR

Fujitsu Product Recycling Program, c/o Sims Recycling Solutions, 5 Hurricane Street,  
Banyo, QLD 4014

at your own cost and risk. Additional shipping addresses in Australia may be provided by the Operator on request.

**5. Title and Consents.** For each and every Eligible Item you send to the Program, you agree:

- a. you have ensured that you have obtained and hold sole and unencumbered title and ownership;
- b. you have obtained all necessary consents and approvals for the disposal of the Eligible Item;
- c. prior to sending the Eligible Item to the Operator, you have made and maintained a copy of all data that was or is stored on the Eligible Item, that you require;
- d. if data stored on the Eligible Item is confidential, proprietary or sensitive in nature, you have performed a secure wipe of the data, prior to sending the Eligible Item to the Operator; and
- e. the Operator is not responsible for and has no liability if the Eligible Item is not delivered to the Program address; and
- f. once an Eligible Item is received at the Program Address, it cannot be returned to you and you agree to relinquish all rights, title and ownership in respect of the Eligible Item.

**6. Limitation of Liability.** You acknowledge and agree that the Program activities are performed by the Operator "as is", without warranty, and neither the Operator nor any person acting on its behalf has made any representation or given any warranty in relation to the Program activities. Apart from any warranty or condition implied by the Consumer and Competition Act 2010 (Cth) and other statutes in force from time to time in Australia which cannot be excluded, all other warranties and conditions are excluded. If any such statutory provisions apply, then to the full extent permitted by law, the Operator limits its liability for breach of those statutory provisions to, at its option, the replacement or repair of defective goods, the supply of equivalent goods, the re-supply of services or the payment of the cost of doing any of those things. Subject to the foregoing, the Operator excludes all liability to you or any third party arising out of or in connection with the Program. Further and without limitation, in no event will the Operator be liable for (a) any indirect or consequential loss or (b) damages comprising or resulting from loss of data, business, revenue or profit however caused.

**7. Privacy.** The Operator collects personal information about you to conduct the Program. Any personal information collected by the Operator will be used for the administration of the Program and in accordance with the Promoter's privacy policy. Please refer to the Operator's privacy policy located at <http://www.fujitsu.com/au/about/resources/privacy/> for important information regarding the collection, use and disclosure of personal information by the Operator.

**8. General.** The Operator reserves the right to amend these terms and conditions, by publishing on its website, and upon publication the revised terms and conditions will take effect.

These terms and conditions are governed by and interpreted under the laws of the State of New South Wales and the parties submit to the jurisdiction of the courts in that State.