

The Race to China Program Terms and Conditions

Promotional Period: 1st Apr. 2023 until 30th Sept. 2023.

By participating in this promotion, you are, as a participant, consenting to be bound by these terms and conditions and the decisions of Yealink and authorized representatives which are final and binding in respect of this promotion. The Yealink “The Race to China” is a trade promotion whose benefits are offered at the discretion of Yealink. Yealink has the right to change, limit, modify or cancel the promotion terms and conditions, assessment criteria, eligible sales/products, and prizes at any time, with or without notice. Participation in the program is subject to these terms and conditions and the terms and conditions, rules, policies and procedures that Yealink may, in its discretion, adopt from time to time (“Program Terms”). Yealink may amend the Program Terms at any time without notice. Yealink has the sole discretion to interpret and apply the Program Terms. By participating in the program, participants represent that they understand and agree to be bound to the Program Terms, as may be modified, and the decisions of Yealink which are final and binding.

Promotional Period

This is a Yealink promotion including Australian Yealink managed and unmanaged partners. The Program begins at 00:01 a.m. AEST 1st Apr 2023 (hereafter referred to as “Start Date”) until 30th Sept 2023 (hereafter referred to as “End Date”) and ends on 11:59 p.m. AEST (“Program Period”). Orders must be placed, invoiced, and shipped within the program period to qualify.

ANNOUNCEMENT

Winners will be announced 15th Oct 2023 via direct email.

KEY TERMS AND CONDITIONS

- Targets are based on Yealink's revenue for the promotional period.
- The winner will be notified directly by Yealink representative.
- To be included in the promotion orders must be invoiced by Yealink distributor within the eligible promotion period.
- Prizes are non-transferable or refundable.

Eligibility to Participate

- This Program is for Yealink resellers only. To be eligible to participate in the promotion;
- Resellers must register for the program using the official Yealink microsite by 30th Sept 2023.
- Contact your Yealink account manager if you are unsure of your eligibility.

Promotion Measurement

Yealink measures revenue in AUD and is broken up into the months Apr 2023 to Sept 2023. Resellers must achieve minimum spend within their partner status category and then achieve the highest revenue or growth over the promotion period to win.

Ticket Categories

Partners will be placed into 3 groups:

Video Conferencing products - 4 tickets

- 2x TOP Revenue Tier 1 partners¹
- 1x TOP Revenue unmanaged Partners²
- 1x Highest Growth³

Headset products - 2 tickets

- 1x TOP Revenue partner- Yealink Headsets⁴
- 1x Highest Growth- Yealink Headsets

SIP Phone + Headset products – 1 ticket

- 1x TOP SIP Phone + Headset Revenue - Yealink Telco partner⁵

¹ Please liaise with your Yealink account manager if you are unsure of current partner status

² Resellers must purchase a minimum of \$100,000.00 ex GST of Yealink Video Conferencing products.

³ Yealink measures growth based on YoY growth rate. If the customer with the TOP Revenue and the highest growth is the same individual, the award for the highest growth will be given to the second place.

⁴ Resellers must purchase a minimum of \$90,000.00 ex GST of Yealink Headset products.

⁵ Resellers must purchase a minimum of \$300,000.00 ex GST of both Yealink Phone products and Headset products.

Accumulate Revenue in other ways

Resellers who reach the threshold in one group can earn points by participating in Yealink activities and projects, and the points can be converted into Revenue. 1 point equals 1K AUD Revenue.

Yealink certificate - 3 points

Getting a Yealink MS certificate will be awarded 3 points. Both current and previously obtained certificates are eligible for awarding.

Deal Registration - 1 point

Registering one MTR project in Yealink ORS system will earn 1 point, while registering a project more than 50x headsets project will also earn 1 point. While the MTR and headset projects are combined into a single project, it will be awarded 2 points.

Co-marketing- 10 points

Engaging in one co-marketing activity will earn 10 points. Co-marketing activities include official LinkedIn posts, co-webinars, and offline events.

Participating in Yealink Online and Offline Activities - 1 point

Check in with Yealink and each individual can earn 1 point per activity, with a maximum limit of 5 points.

Prize

There will be 7 winners (with a nominated partner). The organization owner or senior management reserves the right to select who from their organization will participate and attend the trip.

- China Tour, 3 nights stay at 5-star luxury, and Explore Fujian, China
- The prize includes return flights, accommodation, transfers, activities, and most meals according to the itinerary.
- Spending money, meals that are not part of the itinerary, taxes, insurance, vaccinations, additional transfers, items of a personal nature, in-room charges, and all other ancillary costs other than as set out above are not included.
- Travel and health insurance is the responsibility of each winner. Winners acknowledge that they travel at their own risk.
- The reseller organization or any other approved third party may claim the prize on behalf of the participant. Prizes awarded under the program may not be re-sold, bartered, or exchanged for other goods or services. All prizes are subject to

availability. Prizes in the program are subject to change due to unforeseen circumstances. Prizes have no cash value and may not be redeemed for cash or its equivalent. Prizes are not transferable in any other way.

- Yealink will not compensate winners or resellers for any unforeseen circumstances, losses or delays incurred by the foregoing.
- The reseller neither an employer nor any other third party may claim the prize on behalf of the Participant. Prizes awarded under the Program may not be re-sold, bartered, or exchanged for other goods or services. All prizes are subject to availability.
- Prizes in the Program are subject to change due to unforeseen circumstances.

Program Termination

Unless an earlier termination or cancellation is provided herein, Yealink has the right to terminate the program by providing written notice to all participants two (2) weeks in advance. Yealink will send an email communication to all program participants. Any questions may be directed to your Yealink account Representative.

Use of Personal Information

Personal information submitted while participating in the program will be used to contact potential winners. Personal information means any information that may be used to identify the individual making the entry including, but not limited to, a first and last name, an email address, a home, postal or other physical address, other contact information, a title, a birth date, such individual's gender, occupation or industry, or other information needed to meet the obligations of the program. Participants accept the terms and conditions of this program. The Participant grants to Yealink an irrevocable right to print, reproduce, publish, use, edit, adapt, display, broadcast and/or modify worldwide in any way, in any and all media, now known or hereinafter developed (without compensation to participant), including, but not limited to, the World Wide Web and the Internet, at any time(s), the winner's name and logos, and the name, portrait, picture, likeness, and biographical information of the individual who entered on behalf of the winner, as news, information and for advertising and promotional purposes without additional compensation or review. The Participants must obtain the relevant consents from such individuals for Yealink to use their personal information for the purposes described under these terms and will indemnify, release and hold harmless Yealink and its officers, directors, employees, representatives, contractors and agents from any losses, damages or expenses suffered in relation to a breach of the

above. By accepting these terms and conditions, the participants agree to receive future communications regarding upcoming Yealink promotions and other general communications.

Miscellaneous

Without limiting the foregoing, participants also acknowledge and agree to the following: Yealink reserves the right to disqualify any participant if Yealink determines that participant is ineligible, or if participant's participation in the program or receipt of a prize violates the relevant country, federal, territorial or provincial laws, or these Program Terms. Likewise, Yealink reserves the right: (a) to disqualify any participant Yealink suspects of fraud, abuse or other unlawful conduct; and (b) to disqualify any participant who Yealink believes has purchased products in violation of Yealink distribution channel policies. Neither Yealink, its fulfilment house(s), prize suppliers/merchants, nor other Yealink authorized representatives will be responsible for lost, late, damaged, destroyed, undelivered, incomplete, invalid, illegible, fraudulent, or misdirected communications, or any other information supplied or received hereunder; for failed, partial, or garbled computer transmissions; or for technical failures of any kind, including but not limited to electronic malfunctioning of any network, hardware, software, electronic, or human error that may occur in relation to this program, including but not limited to any information used or exchanged in this program. By participating in this program, participants agree to indemnify, release and hold harmless each of Yealink, its fulfilment house(s), prize suppliers/merchants, Yealink authorized representatives, their respective subsidiaries, divisions, related companies, and all of their respective officers, directors, employees, representatives, contractors and agents, from and against, any and all alleged and actual claims and causes of action whatsoever Participant, or any of its respective officers, directors, employees, representatives, contractors and agents may have, or which may arise, against any of them for any loss and liability for any matter, cause or thing whatsoever, including but not limited to any personal injury, bodily injury (including but not limited to wrongful death), property damage, or loss or damage of any other kind, whether direct, compensatory, incidental or consequential, arising in whole or in part, directly or indirectly, from participant's participation in the program and/or program related activities, acceptance, possession, use or misuse of a prize in the program, and any loss, destruction, delay, interruption, modification or cancellation of all or any element of the program for any reason, including without limitation strikes, boycotts, war, acts of God, labour troubles, riots, delays of commercial carriers, restraints of public authority, epidemics, pandemics or for any other reason, similar or dissimilar, beyond the reasonable control of Yealink ("Force Majeure Events"). In the event of a Force Majeure Event

or any state or federal government restrictions due to COVID-19, Yealink will have the right to change the date, location, or other details relating to the promotion or delay or cancel the promotion and will notify participants of the same. Yealink will also have the right to require participants to provide adequate proof of full vaccination for the purposes of the program and shall exercise absolute discretion in determining whether a participant is permitted to partake in the promotion based on its vaccination history. Yealink reserves the right, at its sole discretion, to modify, cancel or suspend the program should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Yealink, in the company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the program. Nothing contained in these terms and conditions shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as joint-ventures, principal and agent, employer and employee, co-owners or participants in a joint undertaking; or (iii) allow participant to create or assume any obligation on behalf of Yealink. Yealink makes no representations or warranties, explicit or implied, in relation to this promotion, including whether it is suitable for a particular purpose, unless provided in writing. To the fullest extent permitted by law, Yealink excludes any terms and conditions which would otherwise be implied into these Terms by any statute. The liability of Yealink for a breach of a condition or warranty implied into these Terms by the Competition and Consumer Act, 2010 is limited at the option of Yealink: if the breach relates to goods, to the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and if the breach relates to services, the supplying of the services again or the payment of the cost of having the services supplied again. Yealink will not be liable to any reseller or nominated attendee for any loss, claim, action, demand, compensation, liability, tax, cost, expense, person injury or damage whatsoever (including but not limited to any direct, indirect or consequential loss or damages and including any legal cost and expense) which is suffered or sustained by any person or entity in connection with this promotion or as a result of accepting or using the prizes, whether as a result of negligence, breach of statute or breach of duty, or otherwise, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law). Management, employees or contractors of Yealink and their immediate families are not eligible to enter. Please note that Yealink is conscious of its obligations under privacy laws to protect your privacy.

Important Notice

You are solely responsible for confirming that you have your employer's permission to participate in the program. Fringe Benefits Tax is the sole responsibility of the Participant. All Participants are responsible for compliance with any and all laws, rules, regulations, employment, contractual limitations, and employer's policies regarding participant's eligibility to participate and/or receive prize(s) in this and similar programs and promotions. If an individual is participating in violation of their employer's policies, that individual and its employer may be disqualified from this program and/or from receiving a prize. Yealink disclaims any and all liability or responsibility for disputes arising between an individual and their employer related to this matter.