

“NO MATTER WHAT GUARANTEE” PROMOTION

> TERMS AND CONDITIONS FOR “NO MATTER WHAT GUARANTEE” PROMOTION

We at Toshiba hope that your TOSHIBA laptop will prove to be an asset to you. Toshiba is offering you a free of charge repair in case of accidental damage and an exchange TOSHIBA laptop in case of theft within one year of the purchase date subject to the terms and conditions below.

Furthermore within the first 14 days after purchase you have the possibility to return the TOSHIBA laptop in case you dislike it.

The following terms and conditions form the legal basis for participating in the “No Matter What Guarantee” Promotion conducted by TOSHIBA Europe GmbH, with its registered office in Hammfelddamm 8, 41460 Neuss, Germany (in the following “Toshiba”).

The offer is valid from February 23rd until May 31st 2009 and open to residents in Malta. The TOSHIBA laptop must be bought in the above mentioned country. The promotion is only valid in the country of purchase and only for residents in the above stated country.

Please note that you must be over 18 years old to participate in this promotion.

TOSHIBA laptops purchased after May 31st 2009 cannot be registered anymore and will not take part in the promotion.

In order to participate you need to affect both a standard warranty registration for your TOSHIBA laptop and a registration for this promotion on the website indicated below. Both registrations need to be undertaken within seven days after the date of purchase.

You can only register your TOSHIBA laptop once. Multiple registrations are not possible.

However, registrations can cover the purchase of multiple TOSHIBA laptops and multiple claims can be made.

1. Registration

Log on to www.toshiba-europe.com/registration within 7 days of your purchase and undertake a warranty registration via the „Standard Warranty“ link in the first step and a registration for the promotion as a second step. Please note that warranty registration alone is not sufficient to qualify for the promotion.

Register your TOSHIBA laptop for the promotion on www.trust-toshiba.com by filling out the online registration form. The registration form needs to be complete.

After you have filled out and submitted this form, we will send you an email with an activation link. Be sure to click on this activation link within **72 hours** to complete your registration for the promotion.

Otherwise, you will have to re-register your TOSHIBA laptop(s) and may miss the registration deadline.

Please note that you will not get an activation link for the standard warranty registration.

After you have activated your registration you will receive an email from info.2009@trust-toshiba.com confirming your registration and sending the registration number which you have to keep for any future correspondence and / or claiming. This registration is separate from the normal warranty registration!

All claims without a valid promotion registration number will be declined.

All registrations must be received no later than 7th June 2009, and claims against the promotion no later than May 31st 2010. Please note that you need to register your newly purchased TOSHIBA laptop **within 7 days after date of purchase online** in the warranty database and on the promotion website.

2. Definition

Covered Device: Any TOSHIBA laptop purchased between February 23rd and May 31st 2009 in the participating country and registered within 7 days from date of purchase. Refurbished, reconditioned and/or leased TOSHIBA laptops are not applicable for participation in this promotion.

Participating country: Malta

Accidental damage: Any destruction or damage to the covered device, having a negative impact on its functioning and resulting from a sudden outside event, with the exception of the exclusions listed in these terms and conditions.

Theft: Any police approved theft with documented break-in or clear signs of violence with the exception of the exclusions listed in these terms and conditions.

14 days return: A complete return of the covered device within 14 calendar days after date of purchase with the exception of the exclusions listed in these terms and conditions.

Exchange: The replacement with a device of an identical model and line equivalent to the covered device (or if this device is no longer available, a new equivalent device possessing the same functions and characteristics (excluding design, color, size and weight as close as possible to the damaged device)). The value of the replacement device cannot exceed the amount of the new purchase value of the covered device.

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3. Limitation

This promotion is limited to **one claim per year per covered device**. That means you can either claim an accidental damage or a theft under the conditions laid down in these terms and conditions.

Additionally you can **only once** return the covered device within 14 days after purchase. If you exchange it for another device, you cannot exchange this new device again.

The amount of the exchange or the repair cannot exceed the amount of the value of the original device.

This promotion is limited to 100 devices located on a single site per incident.

The promotion is not limited, however applications will be accepted for single or multiple purchases or multiple applications may be made, proving the correct registration has been made.

Any statutory rights remain unaffected by this promotion.

Toshiba does not warrant that your use of or access to the registration website will be uninterrupted by error or virus free nor shall it or its licensors have any liability for damages caused by hostile software which may affect or infect your laptop equipment or property as a result of your use or browsing of this website.

TOSHIBA laptops which are subject to a voluntary replacement program are not included in this promotion. TOSHIBA laptops which are subject to a product recall, do only qualify for the promotion as long as a defect occurred prior to same recall.

4. Claiming

If your TOSHIBA laptop has been successfully registered twice within 7 days after purchase and gets stolen or accidentally damaged within one year after the date of purchase, then please make sure to cover the following points:

FOR ACCIDENTAL DAMAGE:

In case of accidental damages you must:

You are obliged to promptly take any measures which are necessary to limit the scope of the claim and to protect the covered device, Not make any repair.

Declare the incident within **72 hours** to your next Toshiba Authorized Service Partner and include: The original or copy of the purchase invoice, which must indicate the covered device's model number and its purchase date.

A sworn declaration specifying the exact date, time and circumstances of the incident, as well as the references of the covered device (TOSHIBA laptop family, model number, serial number and promotion registration number) as well as your contact information.

Toshiba reserves the right to request any supporting documents that Toshiba deems necessary to assess the justification of the request for repair.

The declaration must be made by you and no declaration will be accepted by fax, telephone or e-mail, or pursuant to a visit on Toshiba premises.

FOR THEFT:

In case of theft you must:

Within **48 hours**, file a complaint with the competent police authorities. This filing of a complaint must mention the circumstances of the theft of the covered device, as well as its references (serial number). Furthermore, the complaint must qualify the loss of the covered device as a “theft” case.

Declare the theft within **72 hours** to one of Toshiba's Authorized Service Partners.

The original or copy of the covered device's purchase invoice, which must indicate the covered device's model number and its purchase date.

The original or a copy of the original of the filing of the complaint.

A sworn statement in the form provided by Toshiba stating the exact date, time and circumstances of the incident, as well as the references of the covered device (TOSHIBA laptop family, model number, serial number and promotion registration number) as well as your contact information.

In case of theft with break-in, the incident declaration to the insurer of the premises and the invoice for the repair of the premises on which the covered device was stolen.

In case of theft with aggression or with violence, a medical certificate or a statement by a witness.

Toshiba reserves the right to request any supporting documents that Toshiba deems necessary to assess the validation of the claim.

The declaration must be made by you, and no declaration will be accepted by fax, telephone or e-mail, or pursuant to a visit on Toshiba premises.

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FOR 14 DAYS RETURN:

If you wish to return your TOSHIBA laptop under the 14 days return possibility, please contact the next Authorized Service Provider.

You need to fill out the statement for the reasons of the return.

Please note that in case of missing items or damaged device, the covered device cannot be returned under the 14 days return policy and your claim will be denied.

The statement must be made by you, and no statement will be accepted by fax, telephone or e-mail, or pursuant to a visit on Toshiba premises.

5. Exclusions from the “No Matter What Guarantee” Promotion

- This promotion is not open to employees of Toshiba, any Toshiba authorized or non authorized reseller, or distribution channel partner organization or authorized service providers, their employees, immediate families or anyone connected professionally with this promotion.
- Purchases of refurbished or reconditioned TOSHIBA laptops are not included in this promotion. This promotion does not apply to Toshiba options, accessories or extended warranties purchased with a covered device. This promotion is only available in respect of TOSHIBA laptops purchased during the promotional period between February 23rd and May 31st 2009.
- Any event not corresponding to a sudden accidental breaking of the covered device such as breaking on purpose or unauthorized repair.
- Unexplained losses, missing items or disappearances.
- The intentional fault of you or within your responsibility, as well as by your family or your employees.
- Damages for which you are unable to provide the damaged device, except in the case of fire.
- Damages resulting from theft or attempted theft committed without break-in or without violence.
- Theft committed in motor vehicles.
- Theft or attempted theft committed by any person other than a third party or by any person in charge for protection or monitoring of the premises on which the covered device was stolen.
- Damages resulting from obvious negligence or improper handling by you.
- Damages occurring before or during the delivery of the covered device to you.
- Damages caused by defects and poor workmanship.
- Expenses for maintenance, inspection, modification, improvement or development of the covered device.
- The wear and tear or prolonged effect of the use of the covered device; clogging, oxidation, corrosion or incrustation of rust.
- Scratches, spills, stains, or corrosion and, more generally, damages caused to the external parts of the covered device not affecting its functioning.
- Damages limited to feeder batteries, antennae, feeder cables or liaison cables between the devices and, more generally, to the accessories or to any interchangeable element not requiring the opening of the covered device.
- Technical changes or repairs made by you.
- Damages occurring during the installation or assembly of the covered device or if the latter is entrusted to a repair shop.
- Failure to follow or apply TOSHIBA’s usage documents and instructions.
- Operating losses and all immaterial damages, whether or not consequential, to a covered device.
- Earthquakes, tidal waves, eruptions, floods and overflowing of bodies of water, including rivers.
- Civil War, foreign war, damages due to the direct or indirect effects of explosion, release of heat or irradiation from transmutations of the nuclei of atoms or radioactivity and the effects of radiation caused by the artificial acceleration of particles.
- Damages that result from seizure, requisition, confiscation, embargo, attachment or destruction by order of a government or a public authority.
- The promotion does not include the following: The installation and configuration of the operating system and of any other software programs and of any other configuration, any on-site intervention, any resolution involving interconnectivity or compatibility with other equipment, any resolution of problems on the computer network, and any recovery of information, data, software programs and software packages that existed on the hard drive.

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- Covered devices not kept in hand baggage, in the case of public air, maritime or land transport and not under the direct and immediate surveillance of you or of a person with custody thereof are excluded from this promotion.
- Damages due to improper packaging during transport of the covered device.
- Damages covered by an insurance.
- Claims which do not contain requested information can be denied.
- This promotion is not open for entities, organizations and persons which are on the various blacklists published by the Security Council of the United Nations, European Union, United States of America, Japan and Switzerland.
- Please note that claims can only be submitted to the next Authorized Service Provider. To find out where you can submit your claim, please visit www.trust-toshiba.com. Claims send to Toshiba’s addresses will not be dealt with.

Toshiba reserves the right to end this promotion with a 14 days prior notice. Toshiba further reserves the right to exclude you from this promotion should Toshiba become aware of any irregularity with your registration and/ or claim.

Legal recourse is excluded.