

## Terms and Conditions

### Event Duration and Enrolment

- I. From Apr 12th –May 12th, 2022 (UTC +8), participants may enroll in the “MyMSI membership app download promotion” event available under MSI’s Reward Program. There are multiple rewards available - You must meet the conditions and complete the steps below to earn rewards:
- II. Open to MSI reward members who complete the “App user testimonials- Rating, Reviews, Response”, “Spin to Win”, or “Members, assemble!” events during the Event period are qualified to enter the lucky draw for the participated Event. For clarification, each lucky draw is distinct and separate from other Event luck draws.  
Eligible Regions: Worldwide, excluding Italy and China.  
Each account is permitted one entry.

### **App user Testimonials**

Write and provide a review of your MSI product on the website where you purchased the MSI product and provide the link where requested in the App. Leaving a review as indicated will award the participant 50 reward points. If the review is positive, mentions the participant’s favorite features, and is at least 50 words long, completing the submission as indicated will automatically enroll participant in a random prize draw.

On May 20th, 2022 (UTC +8),

Ten (10) Winner will receive \$72 STEAM CARD. The STEAM CARD will be sent to each winner’s registered email.

- III. lucky draw -  
You are a current registered [MSI Reward Program](#) member, or you’ve elected to join the MSI Reward Program during the Event period.

### **Spin to Win**

MSI Members who login into the MyMSI membership app can get access to play Spin to Win. Logging into the MyMSI membership app and playing the Spin the Wheel game will enroll the participant in a random prize draw. Eligible participants have a chance to win the following prizes:

- one thousands (1000) winners will receive 100 points (chance of winning: 5%).

- thirty (30) winners will receive Steam wallet \$12 (chance of winning: 0.25%).
- thirty (30) winners will receive Steam wallet \$33 (chance of winning: 0.125%).
- forty (40) winners will receive Steam wallet \$72 (chance of winning: 0.0025%).

On May 20th, 2022 (UTC +8), MSI will select 1100 winners from the eligible participant pool. The STEAM CARD will send to each winner's registered email.

### **Members, assemble!**

Eligible participants in the Spin to Win Event will be eligible to enroll in the Members, assemble! Event. The prizes for Members, assemble! Event will be upgraded depending on the number of MyMSI membership app downloads achieved, in the following order:

App downloads reached 10K: MPG Z690 FORCE WIFI combo \*1 winner

App downloads reached 30K: GeForce RTX™ 3060 Ti VENTUS 2X 8G V1 LHR\*1 winner

App downloads reached 50K: Katana GF66 \*1 winner

App downloads reached 100K:

- MEG Trident X 12th\*1 winner
- Optix MPG341QR \*1 winner
- Steam\$72 card\*10 winners

On May 20th, 2022 (UTC +8), MSI will randomly select 15 winners from the eligible participant pool.

Winners of the prize draw will be announced on the Event page, located at

<https://www.msi.com/Landing/app-mymysi>

Each individual winner will be notified within one (1) week by MSI. MSI will contact each winner to confirm delivery information such as name, address (no PO boxes), and phone number. If a winner does not respond to MSI's notice within five (5) working days, the prize will be deemed forfeited and MSI will randomly select a new winner. Physical prizes may take up to eight (8) weeks or more to be delivered due to customs clearance. MSI shall not be liable for any loss or delays resulting from incorrect or missing information provided. Winners are solely responsible for their own federal, state, or local taxes, fees, and surcharges.

## I. Standard Terms for all Events

- For USA participants, this Event is free to enter for a chance to win the draw prize by writing a request to MSI USA and mailing this request to the MSI Marketing Department located at 901 Canada Court, City of Industry, CA 91748. Your written request must be legible to be accepted, and must include Your full name, a valid mailing address within the USA (NO P.O. BOX), phone number, the Event name, and any email address to allow MSI to verify the entrant. Only one entry will be permitted per entrant. MSI will also use the contact information provided in the entry to contact the entrant, as appropriate.
- Steam Wallet values shown below are for reference only. Actual Steam Wallet values may differ due to automatic conversion into local currency as performed by the Steam platform on the actual code redemption day.
- Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. MSI makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. MSI will not replace any lost or stolen prize items. The risk is transferred to the winner when the prize is handed over to a postal delivery service. MSI shall not be responsible for delivery damages.
- All prizes are not provided with any warranty. All prizes are not transferable, substitution, or redeemable for cash or any other goods. If a prize becomes unavailable due to circumstances beyond MSI's reasonable control, MSI may, at its sole discretion, adjust the prize content by replacing the prize with another product of equivalent value.
- Early termination and amendments: MSI reserves the right to prematurely terminate the Event in whole or in part without reason at any time or to change its course if it is not possible to guarantee the proper execution of the Event for technical (e.g. computer virus, manipulation of or errors in software/hardware), legal or other reasons (e.g. prohibition by a government agency or online platform)
- This Event is only for eligible end user consumers and not businesses. MSI, MSI affiliates, subsidiary, manufacturer, business partner, distributor, wholesaler, reseller, retailer, or agency employees and their immediate families are not eligible to participate in this Event.

- MSI retains the right to make adjustments of these terms without prior notice subject to any directions from a regulatory authority. MSI may, at its discretion, disqualify participants who do not meet or violate these terms.
- Participants must be at least 18 years old. Void where prohibited or restricted by law.

## II. **Privacy Policy.**

We may ask You for information during the Event enrolment and product registration process that may, as applicable, include without limitation Your email, name, product serial number, redemption code, purchase information, and other voluntary information You provide. In addition, we may indirectly gather information from you via cookies or website embedded analytics. The information we collect will be used in the following manner: to run this Event, to verify Your eligibility, to contact You if needed, to ensure prize(s) can be sent to You, to store registered product data for as long as an ongoing relationship exists between us (eg. When You use our services such as warranty, eDM notices, etc.), and to use solely for internal market studies for developing better products and services. Your information will not be shared with third parties, except: i) to third party processors such as our internet service and website providers in order for us to execute this Event; or ii) when reporting or responding to actual or suspected breach of applicable laws to legal and regulatory authorities such as courts or the police to the extent needed. Because of the international nature of our business, we transfer information within the MSI group, and to third parties as referenced above, in connection with the purpose set forth in these terms and conditions. Therefore, we may transfer information to countries that may have different laws and data protection compliance requirements that those applicable in the country You are located.

Further details of how Your information may be used and processed are detailed in MSI's privacy policy, available at <https://www.msi.com/page/privacy-policy>. The MSI Privacy Policy constitutes a part of this Terms and Conditions, and is hereby incorporated by reference with full force and effect.

## III. **eDM Subscription.**

You may be asked to join MSI's eDM emailing list to receive MSI product news or service updates. If you do not want to subscribe to this list, please do not check the subscribe or similarly titled check box.

## IV. **Participant License.**

For any material You may provide to us for this Event, including without

limitations, pictures, videos, reviews, content, comment, feedback, and written material, as applicable (collectively, "Submitted Materials"), You hereby grant MSI and its worldwide subsidiaries a perpetual, irrevocable, royalty-free, fully paid up, worldwide, sublicensable license to use, reproduce, copy, distribute, create derivative works of, publicly display and perform, and otherwise use or exploit the Submitted Materials in any legal manner reasonably determined by MSI and subject to MSI's Privacy Policy.

V. **Participant Representation and Warranties.**

You hereby represent and

Warrant that:

- i) The information You have provided is accurate and true;
- ii) You have the full authority, capacity, power, and right to enroll in this Event, and make the required license grant, representation, and warranties under this Terms and Conditions;
- iii) You have obtained and will maintain all applicable approval, consent, permissions, licenses, and waivers necessary to grant the licenses stated above to MSI and its subsidiaries; and
- iv) You have complied with all applicable laws in enrolling in this Event.

VI. **Participant Indemnification.**

You shall defend, indemnify, and hold harmless MSI, its affiliates, and successors, assigns, directors, and agents, from and against any and all liabilities, damages, judgments, costs, expenses, and fees (including reasonable attorney's fees) resulting from any claims, investigations, litigation, or other legal or administrative action by third parties arising out of or relating to any actual or alleged breach by You of any representations, warranties, undertakings in this Terms and Conditions

VII. **Participant Acknowledgement and Consent.**

You hereby acknowledge and agree that:

- i) MSI reserves the sole and discretionary right:
  - i) to determine, on a final and conclusive basis, whether a participant has fulfilled the Event requirements in good faith. For illustrative purpose without limiting any other terms, MSI may disqualify participants: a) if Event enrolment or product registration is incomplete, b) if Event eligibility requirements such as applicable product line or regional restrictions are not met; c) if the provided documents are forged, fraudulent, or void; d) if automated codes, scripts, plugins or other means were used to enter or complete Event enrolment; e) if participant does not have the legal capacity to enroll in this Event, or f) if criminal or illegal acts are committed or allegedly committed to enroll in this

Event;

ii) to replace the prize with items of similar value without prior notice;

iii) to vary, delete or add to any of these terms and conditions without prior notice;

ii) MSI is not liable and assumes no liability to any person for any loss, dissatisfaction, or damage arising from the prize, and uses thereof. Winners shall not make any claims against MSI;

iii) MSI disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of the winning notification due to mechanical, technical, electronic, communications, telephone, computer, hardware, internet, or software errors, malfunctions, or failures of any kind. In such eventuality, the winner unconditionally waives his/her right to the prize and any associated compensation.

VIII. **MSI Warranties Exclusion.**

MSI PRIZE(S) IS/ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

IX. **Limitation of Liability.**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, MSI SHALL NOT BE LIABLE TO YOU ON ACCOUNT OF ANY CLAIM (REGARDLESS OF THEORY OF LIABILITY WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE) FOR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, GOODWILL OR COST OF REPLACEMENT.

X. **Miscellaneous.**

This Terms and Conditions is governed and construed by the laws of Taiwan, regardless of conflict of law principles, and all disputes arising from the Event and these terms shall be adjudicated by the Taipei District Court in Taipei, Taiwan. Any provision invalidated by a competent court shall be stricken, and the remaining Terms and Conditions will remain in full force and effect. Failure by MSI to enforce any right under this Terms and Condition shall not be deemed to be a waiver. MSI shall not be liable for any failure to perform due to circumstances beyond its reasonable control. This Terms and Conditions shall not be assigned or otherwise transferred by You to any other third party; all unauthorized assignments are null and void. This Terms and Conditions constitute the entire agreement between the parties with respect to the Event,

and supersede any prior agreements, communications, representations, or discussions, oral or otherwise.

- I Agree to these Terms and Conditions.
- I Agree MSI may collect, use, and process my personal data for marketing purposes in accordance with the MSI Privacy Policy.