



Terms and Conditions

1. Giveaway Duration and Enrolment. From February 1st – February 28th, 2023 (11:59 GTM+8), participants (“You, “Your”, as applicable) may enroll in the Back To Work Campaign (“Event” or “Giveaway”, as applicable). To enter the Giveaway, You must meet the Giveaway conditions and complete the following steps:
 - You must be 18 years and above to participate in this Giveaway.
 - Eligible country: Australia, Austria, Canada, Czech Republic, Estonia, France, Germany, Hungary, India, Indonesia, Ireland, Japan, Latvia, Lithuania, Malaysia, New Zealand, Philippines, Portugal, Singapore, Spain, Switzerland, Taiwan, Tunisia, United Kingdom, United States.
 - You can enter the Giveaway by following the steps below. By submitting your comment in the manner detailed below, you agree to these Giveaway Terms and Conditions.
 - a) How To Enter Weekly Lucky Draw:
 1. Join the Back To Work campaign and publicly share the test result on your Facebook, Twitter, Instagram, or LinkedIn, and comment with the hashtag: **#MSIBackToWork**.
 2. Enter your information on the Giveaway GLEAM landing page, located at (<https://gleam.io/OTFn5/back-to-work-weekly-lucky-draw>). You will be able to add more than one (1) entry to complete all the actions on Glead. However, additional same submissions will not increase your chance of winning.
 3. By completing the steps above, you will automatically be entered into this Giveaway for a chance to win the One (1) MSI Modern LED Lux. Forty (40) winners in total will be randomly drawn, with ten(10) winner per week drawn from the pool of eligible participants.
 4. If the total number of eligible participants falls under ten (10) people at the end of the week, the draw will be postponed for one (1) additional week until at least ten (10) participants are enrolled. The postponement may repeat as



many times as needed until the requisites minimum of ten (10) participants per week is met.

b) How To Enter Grand Prize Draw:

1. Participant who joined the Weekly Lucky Draw and purchased one (1) or more eligible MSI product(s) between February 1 to 28, 2023.
 2. Register the product in MSI member center.
 3. By completing the steps above and filling in the application on the Giveaway landing page during the redemption period from February 1 to March 14, 2023, you will automatically be entered into this Giveaway and have chance to win the prize.
 4. Five (5) winners will be randomly drawn from the pool of eligible participants on March 30th, 2023.
- Each participant shall only be allotted one (1) entry for the draw regardless of whether he/she joined through multiple means.
 - Within seven (7) business days after winners are selected, MSI will notify the winners through their valid e-mail as registered with or provided to MSI.
 - The winner list will announce on the campaign page on March 30th, 2023.
 - Forty (40) winners from the Weekly Lucky Draw winners will receive the prize of one (1) MSI Modern LED Lux per winner and Five (5) winners from the Grand Prize Draw winners will receive the prize of one (1) MSI Modern MD272QPW per winner.
 - All the prizes will be delivered by DDP Incoterms 2020 terms. The winner will be solely responsible at his/her own cost for customs clearance or taxes arising from receiving the prize outside of the DDP delivery terms. If the prize cannot clear customs, or is returned to MSI due to the winner's inability to clear customs, the prize shall be deemed forfeited unless the winner agrees to pay for shipping and all associated costs (including customs clearance) to send the prize to the winner again.
 - There will be (40) MSI Modern LED Lux valued at US\$69.99 each and (5) MSI Modern MD272QPW valued at US\$284.99 each. The prizes may not be sold, gifted, assigned, or otherwise transferred to any other third party. There will be no cash or other prize substitutions. **If the prizes are not available or out of stock, MSI will provide an equal or better substitute.** Winners are solely responsible for any expenses or taxes incurred in participating in this Giveaway.



- If a winner is ineligible, cannot be notified, fails to respond to our inquiry within three (3) days of MSI sending such query, or does not provide us with the required requested information, the prize shall be deemed forfeited. A new winner will be randomly selected. MSI has sole discretion in determining such matters.
- Winners acknowledge and agree that MSI may use winner’s name, likeness, and entry for promotional purposes subject to these Terms and Conditions, as further detailed in Section 3 below.
- This Giveaway 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 Giveaway.
- For USA participants, this Giveaway 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 Giveaway 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.
- Eligible MSI Products

	Series	Model Name
Desktop	Cubi Series	Cubi 5 12M
		Cubi 5 10M
		Cubi N JSL
	PRO Series	PRO DP130 12M
		PRO DP130 11M
		PRO DP21 12M
		PRO DP21 11MA
		PRO DP20Z 5M
		PRO DP20ZA 5M
Monitor	Summit Series	Summit MS321UP
	Modern Series	Modern MD241P
		Modern MD241PW
		Modern MD241P Ultramarine



		Modern MD271P
		Modern MD271PW
		Modern MD271CPW
		Modern MD272P
		Modern MD272PW
		Modern MD272QP
		Modern MD272QPW
		Modern MD272QP Ultramarine
	PRO Series	PRO MP241X
		PRO MP241CA
		PRO MP241CAW
		PRO MP242
		PRO MP242C
		PRO MP242V
		PRO MP242P
		PRO MP243
		PRO MP243W
		PRO MP243P
		PRO MP271
		PRO MP271P
		PRO MP271C
		PRO MP271CA
		PRO MP271CAW
		PRO MP272C
		PRO MP273
		PRO MP273W
PRO MP273P		
PRO MP273QV		
PRO MP341CQ		
PRO MP341CQW		
PRO MP161		
AIO	Modern Series	Modern AM272 12M
		Modern AM272P 12M
		Modern AM242 12M
		Modern AM242P 12M



		Modern AM242T 12M
		Modern AM242TP 12M
		Modern AM271 11M
		Modern AM271P 11M
		Modern AM241 11M
		Modern AM241P 11M
		Modern AM242 11M
		Modern AM242P 11M
		Modern AM242T 11M
		Modern AM242TP 11M
	PRO Series	PRO AP241 11M
		PRO AP241Z 5M
		PRO AP242 12M
		PRO AP243TP 12M
		PRO AP272 12M
	PRO 22XT 10M	
	PRO 16T 10M	

2. **Privacy Policy.** We may ask You for information to run this Giveaway that may, as applicable, include without limitation Your email, contract information, primary document information (for age verification purposes), name, mailing address, and other information we may need. The information we collect will be used in the following manner: to run this Giveaway, to verify Your eligibility, to contact You if needed, to ensure prize can be sent to You. 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 Giveaway; 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.

3. **Participant License.** For any material You may provide to us for this Giveaway, including without limitations, pictures, videos, reviews, content, comment, quotes, 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, sub licensable 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.
4. **Participant Representation and Warranties.** You hereby represent and warrant that:
 - The information You have provided is accurate and true;
 - You have the full authority, capacity, power, and right to enroll in this Giveaway, and make the required license grant, representation, and warranties under this Terms and Conditions;
 - 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
 - You have complied with all applicable laws in enrolling in this Giveaway.
5. **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
6. **Participant Acknowledgement and Consent.** You hereby acknowledge and agree that:



- MSI reserves the sole and discretionary right:
 - a) to determine, on a final and conclusive basis, whether a participant has fulfilled the Giveaway requirements in good faith. For illustrative purpose without limiting any other terms, MSI may disqualify participants: a) if Giveaway comment or hashtag is incorrect or incomplete, b) if comment submissions are not made within the Giveaway period or in the correct MSI social media page; c) if We are unable to notify participant, or if participant does not timely respond to our query within the stipulated timeframe; d) the provided documents are forged, fraudulent, or void; e) if automated codes, scripts, plugins or other means were used to enter or complete Giveaway enrolment; f) if participant does not have the legal capacity to enroll in this Giveaway, or g) if criminal or illegal acts are committed or allegedly committed to enroll in this Giveaway;
 - b) to vary, delete or add to any of these Terms and Conditions if there is valid reason understood as:
 - amendment of the laws governing the rules and organization of the Event, affecting the rights and obligations of MSI and participants
 - extension or reduction of the duration of the Event
 - change in the way the Event is carried out due to technical, technological or commercial reasonsin case of any such change the revised terms and conditions will be published by MSI at the Event landing page. For the avoidance of doubt, as applicable, changes to the terms and conditions do not affect orders placed or offers implemented under the terms and conditions applicable prior to the change;
 - c) 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;
 - d) 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.

7. 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.
8. 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.
9. 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 Giveaway 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 Giveaway, and supersede any prior agreements, communications, representations, or discussions, oral or otherwise.