

# Event Terms and Conditions

## 1. Event Duration and Enrolment.

From Apr. 6<sup>th</sup> to Apr. 28<sup>th</sup>, 2023 (ending at 11:59 PM UTC+8), participants (“You, “Your”, as applicable) may enroll in this “Play With Gamer Bunny” event (“Event”).

## 2. Terms and Conditions

(1) To enter the Event, You must complete the following steps:

✔ Step 1: Download and install the free version of Voicemod here:

<https://www.voicemod.net/>. Note all use of the Voicemod software will be subject to Voicemod’s end user license agreement terms. Voicemod’s website is not under MSI control, and MSI is not responsible for any terms and conditions, information, or material contained on such website. Your use of such website, and how your transactional or personal data is collected and processed shall be governed by Voicemod’s terms and conditions here:

<https://www.voicemod.net/terms-of-use/>

<https://www.voicemod.net/privacy/>

<https://www.voicemod.net/cookies-policy/>

Any inquiry concerning how Voicemod collects and processes your transaction or personal data should be directed to Voicemod.

✔ Step 2: Get the video template from the Event Google Drive here:

[https://drive.google.com/drive/folders/1eX25f\\_UASSlkjdzGQs8xHEra0i5Lt5oh](https://drive.google.com/drive/folders/1eX25f_UASSlkjdzGQs8xHEra0i5Lt5oh).

✔ Step 3: Test out Voicemod and choose your desired voice to record and record your reaction to different gaming moments based on the template.

✔ Step 5: Publicly share the completed video on social media, including Instagram, TikTok, or Twitter, and hashtag the posting with **#PlayWithGamerBunny**

✔ Step 4: Complete the Event registration form, include a link to your public social media posting, and submit your registration. Completing registration will enroll you for this Event.

✔Step 5: Await MSI and Voicemod review. MSI and Voicemod will choose one (1) winner on May 18<sup>th</sup>, 2023, from the pool of entrants who makes the funniest video meme. The winner will receive one (1) MSI MPG ARTYMIS 273CQRX QD monitor, and one (1) one year Voicemod PRO license.

(2) The first twenty (20) participants who complete the enrollment steps about will each receive one (1) one month Voicemod PRO license.

(3) MSI will announce the winner on the Event landing page by May 18<sup>th</sup>, 2023. MSI may reach out to You to confirm Your registered address: incomplete or incorrect delivery address may be grounds to disqualify the winner. The winner must respond to MSI's email within seven (7) calendar days; the winner who does not respond within this time may be deemed to have forfeited the prize, and a new winner will be selected by MSI and Voicemod. MSI shall have sole discretion in determining such matters.

(4) Physical prizes may take up to eight (8) weeks or more to be delivered due to customs clearance. MSI will not replace any lost or stolen prize items. PRIZES WILL ONLY BE DELIVERED TO AN ACTUAL ADDRESS (NO PO BOX). Participants are responsible for their own federal, state, and/or local taxes, fees, and surcharges. All images and descriptions of the prize are for illustrative purposes only. Model number of the prize may not be the same as illustrated in the image. 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.

### 3. Common Event Terms and Conditions

(1) You must be 18 years or older and are a legal resident in an eligible Territory (see eligible Territory list below).

- (2) Eligible Territory: Open to legal residents worldwide excluding Turkey, Italy, Thailand, People's Republic of China, Russia, Belarus, and restricted, sanctioned or embargoed countries or regions. The potential prize winner of this event shall be required to show proof of residency.
- (3) Each participant is limited to one (1) submission. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/event subscription notification and/or entering services, will void that participant's entries and that participant may be disqualified.
- (4) 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.
- (5) Automated or robotic entries submitted by individuals or organizations will be disqualified. Entry must be made by the participant. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods will void that participant's entry and may result in immediate disqualification. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All entries must be posted by the end of the Event period in order to participate. MSI's database clock will be the official time keeper for this Event.

#### 4. 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; and 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.

#### 5. 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.

#### 6. Participant License.

By making or agreeing to a submission, you acknowledge and agree to the following:

- (1) You hereby grant MSI a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any submission you upload to MSI or pursuant to the Terms and Conditions ("Submission") in whole or in part, in any form, media, or technology, whether now known or hereafter developed in connection with the marketing, advertising and promotional activities referred to above.
- (2) you own or otherwise control the rights to your Submission and any and all elements thereof.

- (3) you represent and warrant that the Submission does not infringe or violate the rights of any third parties, including, but not limited to, intellectual property rights, copyrights, trademarks, rights of publicity/privacy, patent, trade secret or confidentiality obligations.

7. Participant Representation and Warranties.

You hereby represent and warrant that:

- (1) all information provided by you to MSI is true, accurate and not misleading;
- (2) you have the full right to enter into this agreement with MSI and make the license grants and representations and warranties relating to the Submission;
- (3) you are the full and legal owner of all rights (including, without limitation, any and all intellectual property rights) in and to the Submission;
- (4) you have obtained all required clearances and paid all monies necessary in order for MSI to be able to exercise the rights granted by you herein and you confirm and warrant that MSI will not be required to obtain any other or separate rights, clearances or license, nor shall MSI be required to make any additional payments to any parties in order to exercise the rights granted by you herein;
- (5) all individuals featured in the Submission have provided full consent to their inclusion in the Submission and you have obtained all required consents, permissions and image/appearance releases from any individuals, groups, parties or locations, so that you are able to grant the rights granted herein, including (but not limited to) our right to use, exhibit, distribute, exploit, reproduce and/or edit (without limitation or restriction) the Submission;
- (6) 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; and
- (7) You have complied with all applicable laws in enrolling in this Event.

8. 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.

9. Participant Acknowledgement and Consent.

You hereby acknowledge and agree that:

(1) MSI reserves the sole and discretionary right:

a) 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 timely enrollment, applicable product line or regional restrictions are not met; c) if the provided documents are altered, forged, fraudulent, misdelivered, 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;

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

c) 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 reasons

in 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.

- (2) 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;
- (3) MSI disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of the winning notification or any prizes due to logistic, 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.

10. 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.

11. 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.

12. 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.