

Terms and Conditions

Event Duration and Enrolment.

Dec. 1st, 2023 – Jan. 12th, 2024, participants (“You, “Your”, as applicable) may enroll in the MSI “[2023 MSI Christmas iPhone 15 PRO Giveaway]” promotion (“Event”). To enter, you must complete the following steps:

Purchase one (1) or more eligible MSI product(s) from participating MSI partners and register your product in MSI’s Member Center. You will need to sign up for a new MSI Member account at <https://register.msi.com/home/login> if You have not previously registered.

Go to the product registration page and register your eligible product by selecting the product line and the “[2023 MSI Christmas iPhone 15 PRO]” promotion. All registration and redemption are processed on a first come, first served basis, and must be completed no later than Jan. 12th, 2024. Event registration will automatically be closed if the Event ends earlier due to stocks being depleted.

Provide a copy of Your proof of purchase for MSI verification. Documentation must include the picture of the model serial number label on the product, invoice with MSI model name, date, and shop/vendor name. The invoice date must be between Dec. 1st, 2023 – Jan. 12th, 2024. If necessary, MSI may ask You to provide a cutout of the product color box showing the serial numbers.

Cross region and/or country registration shall be strictly prohibited.

Agree to the Event Terms and Conditions by completing eligible Product registration in MSI’s Member Center. By completing the steps above, you will automatically be entered into this Event’s giveaway draw for a chance to win the prize. Each participant may be enrolled into the draw pool once regardless of the number of eligible products purchased; purchasing more than one eligible product will not increase a participant’s chance of winning.

Verification may take up to 14 business days. MSI WILL NOT PERMIT CHANGES TO RECIPIENT NAME, TELEPHONE, AND ADDRESS AFTER REGISTRATION – PARTICIPANTS MUST PROVIDE TRUTHFUL AND ACCURATE INFORMATION DURING REGISTRATION. The physical prize may take up to eight (8) weeks or more to be delivered due to customs clearance. MSI will not replace any lost or stolen redemption items. PRIZE 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.

On Jan. 19th, 2024, MSI will randomly draw one (1) winner from the pool of eligible participants. The winner will receive one (1) iPhone 15 Pro (worth £999). The winners will be announced by MSI via the Event page. MSI will reach out to the winner to confirm delivery details. 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. 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.

If the registered MSI product is being returned or refunded, You must notify MSI in writing, and the promotion application will be withdrawn automatically without further notice. MSI reserves the right to redact participant from the draw pool, or ask the winner for the return of prize earned from products returned or refunded within fourteen (14) days of Event registration.

Eligible MSI products: [Gaming Monitors & Gaming Desktops]

Eligible Region: United Kingdom.

This Event is only for eligible end user consumers and not businesses. MSI, MSI affiliates, subsidiary, manufacturer, business partner, distributor, wholesaler, reseller, retailer, I-Cafe, 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.

Participants must be at least 18 years old. Void where prohibited or restricted by law.

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.

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.

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.

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 Event, 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 Event.

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

Participant Acknowledgement and Consent.

You hereby acknowledge and agree that:

MSI reserves the sole and discretionary right:

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;

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

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

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;

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.

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.

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.

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.