

Terms and Conditions

1. Event Duration and Enrolment. From Jul. 1st – Dec. 31st, 2024, participants (“You, “Your”, as applicable) may enroll in the “Enthusiast’s Exclusive: Mercedes-AMG 1:18 Model Car” promotion (“Event”) – while supplies last.
2. Eligible Regions (Regional availability applies): Open to legal residents in Canada.
3. 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.
4. MSI retains the right to make adjustments of these terms without prior notice.
5. Participants must be at least 18 years old. Void where prohibited or restricted by law.
6. 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, sublicenseable 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.
7. 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.
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: 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; 4 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.

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.