

## **MICRO-STAR INTERNATIONAL CO., LTD.**

### **[CANADA] Mother's Board Day Giveaway Terms and Conditions**

1. Giveaway Duration and Enrolment. From May 7th – May 28th , 2021 (11:59 PST), participants (“You, “Your”, as applicable) may enroll in the MSI Mother’s Board Day (“Giveaway”). To enter the contest, You must meet the Giveaway conditions and complete the following steps:

1. You must be 18 years and above to participate in this Giveaway.
2. No purchase is necessary. Open to Canada Only. For Permanent Residents only. NO PO.BOX.
3. You can enter the contest by following the steps below. By submitting your comment in the manner detailed below, you agree to these Giveaway Terms and Conditions.

a) Multiple Ways To Enter:

1. Liking one of our post on either (Facebook), (Twitter), or (Instagram) and commenting with the hashtag: #MothersBoardDayCA and what was your memorable gaming experience during this pandemic
  2. Enter your information and follow the steps on the GLEAM to get even more entries
4. (3) winners randomly be selected. You can only win 1 of the 1 Grand prizes per household. The winners will be randomly drawn from the pool of eligible participants on April 1<sup>st</sup> , 2021 (9am PST). Within three (3) business days after winners are selected, we will notify the winners through their valid e-mail. (MUST HAVE VALID EMAIL)
5. 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.
6. 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.
7. 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

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:

1. The information You have provided is accurate and true;
2. 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;
3. 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
4. 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:

1. 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 without prior notice;

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 due to mechanical, technical, electronic, communications, telephone, computer, hardware, internet, or software errors, malfunctions, or failures of any kind. In such Giveaway, 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.