

# Terms and Condition

## **Submissions**

By making a submission under MSI Creator Awards 2024 competition (“competition” or “Event”, as applicable), you agree to the following:

1. You hereby grant Micro-Star Int’l Co., Ltd., its affiliates, subsidiaries, and their respective officer, directors, employees, and agents (collectively, “MSI”, and “us”, as applicable ) a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable, and fully sublicensable right to adapt, distribute, modify, publish, display, publicly display, reproduce, translate, create derivative works from, or otherwise use any works you submit under this Event (“Submission”), in whole or in part, as well as your name and other identifying information, including without limitation any social media identifier, handle, profile picture, image, likeness, posts, statements or other information available or provided by you, in any form, medium, or technology, whether now known or hereafter developed, for promotional and other legal purposes reasonably determined by MSI. To the extent the foregoing license is not permitted by applicable law, you agree not to, and shall procure the same from all contributors or sources to your Submission, as applicable, assert any moral rights or any claims against MSI and its sublicensees for any uses of the Submission pursuant to this license grant.

2. You represent and warrant that: (a) you have the full capacity and right to enter into this agreement and be bound by its terms and conditions; (b) all information provided by you to MSI is true, accurate, and not misleading; (c) you own or otherwise control the rights to your Submission and any and all elements thereof, including without limitation, all applicable approvals, consents, permissions, and waivers necessary to grant the license to MSI free and clear of any third party claims or additional charges, licenses, payments, or royalties; (d) you have obtained all required consents, permissions, releases, and waivers from any individuals, groups, or parties (including images and/or appearances) featured in the Submission to their inclusion in the Submission, so that you are able to grant the rights specified in these Terms and Conditions; (f) Your Submission does not infringe or violate any and all applicable laws, policies (including social media platform policies), or regulations, or the rights of any third parties, including, but not limited to, intellectual property rights, publicity and privacy rights, or trade secrets; (g) all facts expressed by you in the Submission are, to the best of your knowledge and belief, true and insofar as the Submission contains any opinions, these opinions are your own and are genuinely and truly held by you; (h) you have used your reasonable endeavours to ensure that the Submission does not contain any viruses or malware; and (i) any Submission made, content provided by, or action taken by you does not promote hatred or discrimination based on ethnicity, nationality, sexual

orientation, gender, appearances or behavior, religious belief, does not promote or refer to sexual acts, pornography, or obscene, threatening, defamatory behavior or acts, and does not damage or otherwise tarnish the brand, image, and goodwill of MSI.

- MSI reserves the right to replace any prizes with items of similar value without prior notice.
- MSI makes no responsibility to any prize, and shall not be liable or assume any responsibility to any person for any loss, dissatisfaction or damage arising from his/her use of the prize. The winner of the prize may not make any claim against MSI.
- MSI employees, distributors, business partners, and their relatives are not eligible to participate in this competition.
- MSI reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
- In the event of any dispute arising from the Event, MSI's decision will be final and conclusive.
- By participating in this competition, including submitting the required information, participants agree to be bound by these Terms and Conditions.
- Participant is responsible for their posting to comply with all applicable laws, rules, and policies (including social media platform policies) when sharing any content on social media.
- Any contents that contains profanity, sexuality, or intense violence is forbidden.
- This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter, Facebook, or any other social media platform.
- You are not a resident in restricted, sanctioned or embargoed countries or regions.

### **Event Winner Selection**

**Winner Selection:** MSI will select twelve (12) winners in total, three (3) winners from each Event category respectively, from the pool of eligible participants, to be announced on September 11<sup>th</sup>, 2024 (UTC+0) in the following manner:

Graphic Design, Animation, and Film: judged by a panel of prestigious industry professionals who will vote on the most exceptional works.

AI-Generated Works: winner(s) to be selected through a combination of MSI selection and public voting.

### **Prize Draw**

By making a Submission, or making a vote on Submissions according to the Event Terms and Conditions into one or more of the Event categories under Graphic Design, Film, 3D Design, or AI-Generated Works, You will be eligible to participate in a random draw for this Event provided that:

**i) You are at least 18 years of age or the legal age in Your jurisdiction; and ii) You are not a**

**resident in** Italy, Russia, Belarus, Cuba, Iran, Syria, North Korea, and restricted, sanctioned or embargoed countries or regions. You may only vote once per day during the Event voting period. Multiple votes will not increase Your chance of winning the random draw; You will be entered into the eligible draw pool only once.

ii) For all participants, this event is free to enter for a chance to win the draw prize by writing a request to MSI and mailing this request to MSI's Taiwan office, Micro-Star Int'l Co., Ltd., located at No.69 Lide Street, Zhonghe Dist., Postal Code 23584, New Taipei City, Taiwan. Participant's written request must be legible to be accepted, and must include participant's full name, a valid mailing address (NO P.O. BOX), phone number and any email address to allow MSI to verify the participant, and the name of the event. Only one entry will be permitted per participant. MSI will also use the contact information provided in the entry to contact the participant, as appropriate.

**Draw Winner Selection:** MSI will select three (3) winners, one from each Event category listed below, from the pool of eligible participants by random draw and announced on September 11<sup>th</sup>, 2024 (UTC+0) by publicly available software reasonably selected by MSI.

**Prize:** There are three (3) prizes allocated to winners as follows:

Graphic Design: one (1) MSI Gaming Accessory (MSRP US\$80)

Film: one (1) MSI Gaming Accessory (MSRP US\$80)

3D Design: one (1) MSI Gaming Accessory (MSRP US\$80)

### **Event and Prize Draw Winner Announcement**

MSI will announce the winners on the Event website and applicable social media. Winners will be notified by email at the email address provide during Event registration. Potential winners must accept the prize by confirming MSI's email notice within seven (7) calendar days of notification. Any winner who does not respond within the prescribed period, or where MSI's notice is returned as undeliverable, will be deemed to have forfeited the prize. A new winner will be selected. The winner may be required to sign and return an affidavit of eligibility, release of liability, and a publicity release (collectively, the "Prize Claim Documents").

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash, or substituted by the winner. MSI reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize in these Terms and Conditions is unavailable or cannot be awarded, in whole or in part, for any reason. The average retail value of the prize represents MSI's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated average retail value, the difference will not be awarded in cash. MSI makes no representation or

warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. MSI will not replace any lost or stolen prize items. The prize will be sent to the winner by mail to the postal address provided. 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.

## **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.

## **Participant Representations 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;

- iv) You have complied with all applicable laws in enrolling in this Event; and
- v) You agree not to use any generative AI model(s) or derivatives of such model(s) in any way:
  - To exploit, harm, or attempt to exploit or harm minors in any way;
  - To generate or disseminate verifiably false information and/or content with the purpose of harming others;
  - To generate or disseminate personal identifiable information that can be used to harm an individual;
  - To defame, disparage or otherwise harass others;
  - To adversely impact an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation through automated decision making;
  - For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
  - To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
  - For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
  - To provide medical advice and medical results interpretation;
  - To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use

### **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, or conditions in this Terms and Conditions.

### **Participant Acknowledgement and Consent**

You hereby acknowledge and agree that:

1. 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 if there is valid reason understood as:
    1. amendment of the laws governing the rules and organization of the Event, affecting the rights and obligations of MSI and participants
    2. extension or reduction of the duration of the Event
    3. 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 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**

The MSI Creator Awards Competition Guide is hereby incorporated by reference with full force and effect into these Term and Conditions. In the event of a conflict, the MSI Creator Awards Competition Guide terms shall govern, but only with respect to the conflicted term or provision. 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.

### **Winner**

The winner of each creative fields on Creator Awards page will be announced by September 11<sup>th</sup>, 2024 (UTC+0).