

MSI Faster Than Your Reflexes featuring Aimlabs

MSI Faster Than Your Reflexes

Official Rules **("Official Rules")**

NO PURCHASE NECESSARY TO ENTER

OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW

DEFINITIONS

"Event Rules" shall mean the rules and requirements specific to the "Featured Event" and to those participating, which can be found at [Event Rules](#).

"Game" shall mean Aimlabs

"Studio" shall mean Space State Labs, Inc.

"Publisher" shall mean Space State Labs, Inc.

The MSI Faster Than Your Reflexes ("Event(s)") are organized by MSI.

This Event is a promotion organized for residents of the countries listed in Event Rules - Schedule 1 who meet all eligibility requirements and accept and agree to abide by these Official Rules and Event Rules ("Authorized Participants" and/or "Players"). These Official Rules are a binding agreement between MSI and the Players and govern all activities performed by Players in connection with their participation in the Event.

The Prizes (as defined in the Event Rules) awarded in compliance with the Official Rules and Event Rules are the consideration for the services provided by Players in connection to their participation in the Event.

1. PLAYER ELIGIBILITY

1.1 Registration Period(s); Acceptance of the Official Rules and Event Rules

Information related to Event registration dates and details can be found at MSI Promotion Page[<http://www.msi.com/Promotion/faster-than-your-reflexes-500hz-qdoled-gaming-monitor>]. Please also see OFFICIAL EVENT RULES for registration period information and deadlines (Link Found at Top of Document).

Registration Period:

All registration processes must be completed, submitted and received by the Event Operator within the designated Registration Period.

Any Player needs to be above 18 years old. The Event is void where prohibited by law.

By registering and by participating in the Event, Players agree that they

- (i) are eligible to register and participate;
- (ii) are committing to provide their services through the video gaming activity in respect of the Event;
- (iii) have read and accepted these Official Rules, the Event Rules, and the [MSI Privacy Policy](#). Players agree to be bound by these Official Rules, the Event Rules and the decisions of MSI in the context of the Event. Players acknowledge that Studios, Publishers, and MSI partners' or contractors' activities are governed by their respective terms and conditions and privacy policies. MSI takes no responsibility for any terms of use or policies other than its own. MSI reserves all rights to disqualify a Player if they violate any of the terms of the Official Rules, the Event Rules or if their conduct is contrary to the spirit or good standing of the Event.

MSI reserves the right:

- to alter, amend or supplement these Official Rules and Event Rules from time to time as it considers necessary to clarify, correct errors or comply with changes in applicable law, with a goal to ensure a fair Event for all Players;
- to cancel, change or suspend the Event, or any part of it, if cheating, a virus, bug, or any other unforeseen or unexpected event that affects the conduct, safety, fairness and/or integrity of the Event.
- to modify, suspend, postpone or discontinue, temporarily or permanently, at any time and from time to time, the Event, or any part of it, with or without prior notice, for reasons outside its reasonable control, including, without limitation, any Force Majeure event (as Force Majeure is defined in Section 5.4).

1.2 Age

Players must be at least 18 years old at the time of registration and be at least the minimum age required to have the online accounts required pursuant to the Event Rules in their country of residence. Players under the age of majority in their country of residence must have a parent or legal guardian review and consent to these Official Rules on their behalf and accompany them to any in-person events or experiences.

1.3 Residency

Players must be legal residents in an eligible country to participate in the Event provided that Studios, Publishers, MSI, and their respective activities and/or esports are not prohibited or unlawful in the concerned country (each Player to satisfy himself/herself as to whether this condition is met). Event Rules - Schedule 1 shows a list of all eligible countries.

1.4 Employee Eligibility; conflict of interests

The officers, directors and employees of MSI, Studios, Publishers, their subsidiaries and affiliated companies, as well as all advertising, marketing and judging agencies, persons engaged in the development, production or distribution of materials for this Event and immediate family members (parents, step-parents, grandparents, children, step-children, siblings, civil partners or spouses) or persons living in the same household (whether related or not) are not eligible to participate in this Event.

2. REQUIREMENTS TO PARTICIPATE

2.1 Game Copy and Account

Players must:

- (i) own or have access to a valid and certified copy of the official Game running on the supported platform(s);
- (ii) have or be willing to have a personally-owned Game account with an individual username;
- (iii) Usernames must not include any obscene, vulgar or profane words, phrases or inferences. Players with a username that does not comply with these requirements will be immediately disqualified at the sole discretion of MSI. Players must have own access to the internet and supply their own equipment needed to participate in the Event, including without limitation, PCs, monitors, controllers, headphones and headsets, cables and a copy of or authorized access to the Game and valid access to the Game servers that will be used and the Game levels that will be played in the Event, as applicable.

2.2 Right to Verify Eligibility

Players must be able to provide proof of eligibility. MSI reserves the right to verify the eligibility of Players at any time during the Event to the extent required for the purposes of the Event, including requesting that Players undergo a medical assessment and provision of certified copies of their;

- (a) Government-issued identification, such as passport, Identity card, driving license or work visa with a photo, name and physical address in an eligible country; and/or
- (b) Utility Bill: a recent invoice from a utility (energy, telephone, or cable) company with name and physical address in an eligible country.

Players must also confirm they;

- (c) have not have been convicted of any criminal offense;
- (d)
- (d) they are in good general health to take part in the Event, at their own risk; and

- (e) do not have an existing contract with any esports team, body, agent or management company that conflicts with their ability to compete and accept the consideration for the services performed under these Official Rules granted as Event prizes (“Prizes”).

Failure to comply with any verification procedures conducted by MSI will result in disqualification from the Event and/or withdrawal of the Prizes.

2.3 Invalid Entries

MSI will not accept Event entries that are:

- (a) automatically generated by computer or AI;
- (b) completed by third parties or in bulk;

2.4 Entries per Person

Each Player may only participate in the Event under one account. Event entries on behalf of another person will not be accepted and joint submissions are not permitted.

2.5 Photographs, Audio and Video

Players agree to be interviewed, photographed and filmed during any or all stages of the Event, and that MSI, its group companies and their licensees will be entitled to use and exploit any resulting footage, streams, stills, audio and quotes for their own broadcasting and advertising purposes in connection with the Event, all the finals and/or the Event, in perpetuity, in all media. The consideration for the granting of the rights provided herein is included in the Prizes to be assigned in compliance with these Official Rules and the Event Rules.

3. DISCLAIMER

MSI will not accept:

- (a) responsibility for Event entries and forms that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;
- (b) proof of posting or transmission as proof of receipt of an entry to the Event; or
- (c) responsibility for any delay, time lag, slow response, congestion of data transmission or slow connection related to the Event or to in-game activity and actions, for example, due to remoteness of server(s) or poor internet connection.

4. PRIZES

All the Prizes listed in the Event Rules, represent the consideration for the services performed by Players in the participation of the Event and the performance of these Official Rules and the Event Rules. In particular:

- Players are remunerated for their services with an award that varies depending on the tournament placing that Players achieve; and
- Prizes will be recognized to the relevant Player for the services performed and Player will have no claim of any kind in relation to them.

Prizes will be granted only if participating Players fully comply with these Official Rules and Event Rules. In case of breach of any provision of these Official Rules and Event Rules by Players, they will be disqualified from the Event and lose any right to receive the Prizes indicated in the Event Rules.

The Prizes will be shipped to the address provided by their respective winners in the prize claim submission and be fulfilled by MSI. MSI will not exchange product prizes for cash or any other monetary equivalent or alternative products, provided however, that MSI reserves the right, without any prior notice and at any time, to replace product prizes with a similar product or the latest release of a product of the same category. In addition, MSI reserves the right at its sole discretion, but shall never be obligated to, award the cash equivalent (based on stated value of Prizes, paid in U.S. dollars) for product prizes. Any taxes, duties or other import fees on any awarded Prizes are the winner's sole responsibility.

MSI will make all reasonable efforts to contact the winners of the Prizes as soon as practicable after the winners have been identified and announced.

The winners of the Prizes will have ten (10) days from notification to claim the Prizes as instructed in their notification email. If the Prizes are not claimed in that period, the Prizes will be considered forfeited. The Prizes may not be claimed by a third party on the winner's behalf. MSI reserves the right to offer the unclaimed Prizes to the next eligible Players and/or void unclaimed Prizes.

Winners who acknowledge acceptance of Prizes within the seven ten (10) day period will have fourteen (14) days to provide MSI with proof of all applicable documentation, including but not limited to signed forms related to the Prize offering ("Eligibility Documents") as outlined in Section 2. In the event Winners fail to produce the Eligibility Documents within the fourteen (14) day period, Winner acknowledges and accept forfeiture of the Prize, in which instance MSI reserves the right to offer forfeited Prizes to the next eligible Player and/or void the Prize.

Delivery of prizes will be attempted twice to the address provided by the winner. Should delivery prove unsuccessful after the first attempt, for any reason whatsoever, the winner shall be deemed to have forfeited their right to the prize if they do not agree to pay for associated delivery costs for a second delivery attempt, and MSI shall have no further obligation or liability in connection with the prize.

MSI does not accept any responsibility if the winners are not able to receive their prizes.

5. LIMITATION OF LIABILITY

5.1 Insofar as is permitted by law, MSI, Studio, Publishers, and their affiliates (collectively, “Game Owners”), their agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the Event or taking up the Prizes except where it is caused by the gross negligence or willful misconduct of MSI, Game Owners, their agents or distributors or that of their employees. The winners’ statutory rights are not affected. Furthermore, MSI, Game Owners, their agents or distributors disclaim any liability regarding any certifications, authorizations or contests authorization related to the Event or esports.

5.2 MSI, Game Owners, their agents or distributors accept no responsibility for any costs associated with any prizes or participation in the Event that are not expressly stated to be their responsibility in these Official Rules. Additionally, each winner of a Prize is solely responsible for all applicable federal, state and local taxes, including taxes imposed on its income.

5.3 MSI, Game Owners, their agents or distributors further hold no liability for any injury or damage to any Players or any other person’s computer or console, relating to or resulting from participation in or downloading any materials in connection with the Event save to the extent that (i) death or personal injury is caused by MSI, Game Owners, their agents or distributors gross negligence; (ii) such liability arises from fraud or fraudulent misrepresentation; or (iii) for any other reason or by any cause which cannot be excluded by law.

5.4 MSI, Game Owners, their agents or distributors shall not be liable for any failure to comply with their obligations relating to the Event where the failure is caused by something outside their reasonable control or force majeure (“Force Majeure”). Such Force Majeure shall include, but is not limited to, epidemic, pandemic, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

6. OWNERSHIP OF EVENT ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

6.1 By participating in an Event, submitting an Event entry and any accompanying material, the Player agrees with MSI’s commitment to assign the Prizes in compliance with these Official Rules - to:

(a) assign to MSI all intellectual property rights with full title guarantee; and

(b) waive - within the limits provided by applicable laws in the country of Player’s residence - all moral rights in and to the Player Event entry and otherwise arising in connection with the Player entry to which the Player may now or at any time in the future be entitled under all applicable legislations. Any statutory diverging rights are not affected.

6.2 The Player agrees that MSI may, but is not required to, publish winners names and prizes on any other media, whether now known or invented in the future, and in connection with any publicity of the Event. The Player agrees to grant MSI a non-exclusive, worldwide, irrevocable license, for the full period of any intellectual property rights in the Event entry and any accompanying materials, to use, display, publish,

transmit, copy, edit, alter, store, reformat and sublicense the Event entry and any accompanying materials for such purposes.

6.3 Players shall not associate themselves with the Event in any commercial manner, nor use any intellectual property rights of MSI, nor modify, adapt, translate or create derivative works, nor shall they permit any third parties to do so, without the prior written consent of MSI. The recording, dissemination or any exploitation of images of the Event without MSI's prior approval is strictly prohibited.

7. DATA PROTECTION AND PUBLICITY

7.1 Privacy Policy. MSI is committed to respecting and protecting the privacy of Players in this Event, as described in MSI Privacy Policy (<https://www.msi.com/page/privacy-policy>). Before entering the Event, Players should carefully read the MSI Privacy Policy, which explains how MSI collects, uses, shares, and discloses Players' personal information during the Event, and the data protections that MSI has put in place to protect the privacy of Players. The MSI Privacy Policy is incorporated into these Official Rules as if fully set forth herein.

7.2 Collection and Use. MSI collects and uses Players' personal information during the Event, including when a Player uses MSI's products and services, such as when a Player receives services from MSI. MSI uses the information collected to ensure the proper operation and administration of the Event, conduct promotional giveaways and to provide MSI's products and services to Players. MSI may also use the information collected for publicity purposes, as stated within these Official Rules; and may notify Players when they win the Event or if there are updates to Event (such as when the Event closes), and to let Players know of special promotions, events and policy changes, using emails, text messages and push notifications. MSI may also collect aggregated and/or statistical data reflecting Players' participation in Event. MSI uses such aggregated and/or statistical data for tracking, reporting and other activities in connection with MSI's business, and in accordance with MSI's Privacy Policy.

7.3 Sharing and Disclosure. MSI does not share, trade, rent, sell or otherwise disclose Player's personal information to unaffiliated companies. MSI may share Players' personal information with consent, or as necessary, with Studios and/or Publishers involved in the Event or to provide any operations or support to products and services requested or authorized by the Players.

7.4 Storage and Protection of Information. To help protect Player personal information from unauthorized access, use and disclosure, MSI uses a variety of security technologies and procedures, including SSL encryption. MSI may store and process personal information of Players in the United States, or in any other country MSI or its affiliates, subsidiaries, or service providers maintain facilities. MSI takes steps to ensure that the data it collects is processed in accordance with the MSI Privacy Policy, the Official Rules, and the requirements of applicable law wherever the personal information is located.

8. GENERAL

8.1 If there is any reason to believe that there has been a breach of these Official Rules and/or the Event Rules, MSI may, at its sole discretion, reserve the right to exclude the Player from participating in the Event.

8.2 All decisions regarding the interpretation of these Official Rules, Event Rules, eligibility, scheduling and staging of the Event lie solely with MSI (and anyone acting on its behalf), whose decisions are final. Unless otherwise provided for in the mandatory applicable laws of Player's country of residence that cannot be derogated from by agreement, MSI's decisions cannot be appealed and shall not give rise to any claim for monetary damages or any other legal or equitable remedy. Players agree to be bound by MSI's (and anyone acting on its behalf) final decisions.

8.3 MSI reserves the right to hold void, suspend, cancel, or amend the Event where it becomes necessary to do so.

8.4 Unless otherwise provided for in the mandatory applicable laws of Player's country of residence that cannot be derogated from by agreement, these Official Rules shall be governed by the laws of Switzerland, and the parties submit to the exclusive jurisdiction of the courts of Lausanne, Switzerland.

**MSI Faster Than Your Reflexes
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS PROMOTION IS NOT SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH ANY THIRD PARTY, GAME PUBLISHER, GAME STUDIO IN ANY WAY.

PLEASE CHECK SCHEDULE 2 FOR LIST OF ELIGIBLE COUNTRIES

1. **ELIGIBILITY.** This Event is open to people eighteen (18) years of age or older (as of date of entry) who are legal residents of the eligible countries listed Event Rule. The form of that permission will be determined by MSI (as defined below) in its sole discretion. For avoidance of doubt, participants should check the local requirements regarding his or her eligibility prior to participation in this Sweepstakes. The officers, directors, and employees of Micro-Star Int'l Co., Ltd. ("MSI"), and their subsidiaries and affiliated companies, and all advertising, promotion and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively the "Sweepstakes Parties") and immediate family members or persons living in the same household (whether related or not) are not eligible to participate in this Sweepstakes. Canadian winners may be asked to answer a skill-testing question in order to be eligible to win.

2. **BINDING EFFECT.** By submitting your entry, you agree to these Official Rules and any applicable Event Rules and failure to comply may result in disqualification. All federal, state, provincial, and local laws apply.

3. **SUBMISSION PERIOD.** The Sweepstakes begins and ends on the specified dates and times of each Event outlined in the MSI Event Rules.

4. **HOW TO ENTER.**

Any player from an eligible country will have an opportunity to win a “Sweepstakes” prize by participating in the Event and by following the Sweepstakes entry rules outlined in the Event Rules.

5. **PRIZES & SELECTION OF WINNERS**

At the conclusion of the event period, the top three (3) players appearing on the final leaderboard will be awarded the following product prizes:

Grand Prize: one (1) of MEG Vision X and one(1) of MPG 271QR QD-OLED X50

Second Prize: one (1) of MSI MAG 272QP QD-OLED X50

Third Prize: one (1) of MSI MAG 272QP QD-OLED X50

In addition, ten (10) additional participants who have completed the Event but did not place in the top three (3) will be randomly selected to receive an Attend Prize of US \$100 Steam Wallet each.

All prizes will be awarded in accordance with these Official Rules. Prizes are non-transferable, non-exchangeable, and may not be redeemed for cash or any other equivalent. MSI reserves the right to substitute any prize with another of equal or greater value at its sole discretion. Any applicable taxes, duties, or fees related to prize receipt are the sole responsibility of the respective winners.

6. **PRIZE RESTRICTIONS.**

Each confirmed winner will be awarded one of the prizes described in the Sweepstakes – Event Rules. Product prizes will be shipped to winners within a term of ninety (90) days from the date of signature of the Affidavit of Eligibility, Liability Waiver and Publicity Release.

Any federal, state, provincial, and local taxes and any duties on the prize is the sole responsibility of the winners.

7. LICENSE GRANT: You retain all of your ownership rights in any story, photograph, or video that you submit as part of your entry. However, with each submission of story, photograph, and/or video to this Sweepstakes, you grant MSI, and its affiliates a worldwide, non-exclusive, perpetual, royalty-free, fully-paid, sub-licenseable and transferable license to use, adapt, modify, publish, reproduce, distribute, prepare derivative works of, publicly display, and perform your story, photograph, and/or video submissions, in whole or in part, in connection with this Sweepstakes and in connection with the marketing, advertising and promotion of MSI products. MSI may also use your story, photograph, and/or video in connection with

(i) retail marketing efforts including trade show booths, catalogs, mailers, point of purchase or other store displays.

(ii) e-commerce efforts including the MSI website in any media formats and through any media and social channels.

8. GENERAL CONDITIONS OF PARTICIPATION: MSI's decisions are final and binding in all respects on all matters related to this Sweepstakes. MSI and its partners are not responsible for incomplete, lost, late, delayed or garbled submissions or emails, incorrect or inaccurate capture of entry information, including but not limited to technical malfunctions, human or technical error, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, so are or any combination thereof.

Only the fully completed online submissions will be accepted. All submissions become the property of MSI. MSI reserves the right, without prior notice, to terminate this Sweepstakes, in whole or in part, or modify this Sweepstakes in any way, and for any reason, including without limitation, if MSI determines in its sole discretion, that fraud, technical failures or any other factor beyond MSI's reasonable control impairs the integrity of the Sweepstakes. MSI reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the submissions or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and should such an attempt be made, MSI reserves the right to seek damages from any such person to the fullest extent permitted by law. MSI's failure to enforce any term of these Official Rules or the Sweepstake – Event Rules shall not constitute a waiver of that provision.

By participating in this Sweepstakes, participant releases and agrees to discharge and hold harmless MSI and its partners, their respective affiliates, subsidiaries, divisions, retailers, agencies and their respective officers, directors, employees and agents, from any and all liability, whether direct or indirect, which may be due to or arise out of participation in the Sweepstakes or any portion thereof,

or acceptance, possession or use (misuse), or failure to use any matters arising out of or relating to this Sweepstakes or any prize.

9. PUBLICITY RELEASE. Except where prohibited by law, acceptance of a prize shall constitute the winner's agreement that MSI may use their name, address, voice, likeness and prize information for promotional purposes without further payment or compensation, unless prohibited by law.

10. PRIVACY; DATA COLLECTION. Information provided by you for this Sweepstakes is subject to MSI's privacy policy located or you can copy-paste the following link:

11. SPONSOR. The Sweepstakes is sponsored by MSI.

12. LIST OF WINNERS. Winner(s) may be announced on MSI social media outlets, however, you may also receive a list of the winners by sending a self-addressed, stamped envelope to MSI, Public Relations Manager at Sponsor's address no later than 60 days from end date of the Submission Period. Residents of Vermont may omit return postage.

13. DISPUTES. Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than the administration of the Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively through final and binding arbitration conducted under the Consumer Arbitration Rules ("Rules ") of the American Arbitration Association except that any dispute that would otherwise fall under the jurisdiction of a small claims court may, at the option of one of the parties, be brought in a small claims court of competent jurisdiction prior to appointment of the arbitrator.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will registrant be permitted to obtain awards for, and registrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties or under the selection process set forth in the Rules. The costs of the arbitration shall be apportioned between the parties as set forth in the Rules. The arbitrator's award shall be final and binding on the parties without right of appeal. YOU MUST CONTACT SPONSOR WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS THAT GIVE RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT OR FACTS. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and MSI in connection with the

promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules.