

## Event Duration and Enrolment

Event Duration and Enrolment. From Aug. 15<sup>th</sup> – Sept. 30<sup>th</sup> , 2024 (GTM +8), participants may enrol in the “MSI Claw Fallout Limited Edition\_Lucky Draw” event (“Event”) located at <https://in.msi.com/Promotion/2024-claw-special-offer/nb> . To enter, You must complete the following steps:

### **MSI Claw Fallout Limited Edition\_Lucky Draw**

- i) 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 (<https://account.msi.com/login>) if You have not previously registered.
- ii) Write a review of the purchased product on the MSI reseller online shops where the product was purchased or make a comment on social media about your purchase and take a screenshot to upload to the Event redemption/registration page.
- iii) 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 Aug. 15<sup>th</sup> – Sept. 30<sup>th</sup> , 2024. If necessary, MSI may ask You provide a cutout of the product color box showing the serial numbers.
- iv) MSI will review Your eligibility, which can take up to 7 – 10 business days. If approved, You will be enrolled into the pool of eligible participants in the draw. Each participant will only be enrolled once regardless of the number of posting(s) shared.
- v) Seven (7) winners will be randomly drawn from the pool of eligible participants on Oct. 4<sup>th</sup>, 2024 (UTC + 08:00). Within five (5) business days after winners are selected, we will notify the winners through their social media private message or the registered email. 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.
- vi) MSI WILL NOT PERMIT CHANGES TO RECIPIENT NAME, TELEPHONE, AND ADDRESS AFTER REGISTRATION – PARTICIPANTS MUST PROVIDE TRUTHFUL AND ACCURATE INFORMATION DURING REGISTRATION. Prize item 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. REDEMPTION ITEMS 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.

vii) Draw prize:

Prize	One (1) MSI Claw Fallout Limited Edition per winner
Value	899USD
Number of Winners	7

viii) Eligible MSI products:

Product Type	Model
Gaming Laptop (GeForce RTX 4090 / 4080 Series)	Titan 18 HX A14VI
	Titan 18 HX A14VH
	Titan GT77HX 13VI
	Titan GT77HX 13VH
	Raider 18 HX A14VI
	Raider 18 HX A13VI
	Raider 18 HX A14VH
	Raider 18 HX A13VH
	Raider A18 HX A7VI
	Raider A18 HX A7VH
	Raider GE78 HX A14VI
	Raider GE78HX 13VI
	Raider GE78 HX A14VH
	Raider GE78HX 13VH
	Raider GE68 HX A14VI
	Raider GE68HX 13VI
	Raider GE68 HX 14VH
	Raider GE68HX 13VH
	Vector 17 HX A14VI
	Vector 17 HX A13VI
	Vector 17 HX A14VH
	Vector 17 HX A13VH
	Vector 16 HX A14VI
	Vector 16 HX A13VI
	Vector 16 HX A14VH
	Vector 16 HX A13VH
	Vector GP78HX 13VI

	Vector GP78HX 13VH
	Vector GP68HX 13VH
	Stealth 18 MercedesAMG A1VH
	Stealth 18 AI Studio A1VI
	Stealth 18 AI Studio A1VH
	Stealth 17Studio A13VI
	Stealth 17Studio A13VH
	Stealth 16 AI Studio A1VI
	Stealth 16 AI Studio A1VH
Claw	Claw A1M

## 1. General Terms Applicable to the Events

- i) Eligible Regions: worldwide, excluding Italy, Thailand, Turkey, People's Republic of China, Russia, Belarus, Cuba, Iran, Syria, North Korea, and restricted, sanctioned or embargoed countries or regions. Proof of residency may be required.
- ii) Draw prize is warranted against manufacturing defects for a period of one (1) year from receipt. External casing is excluded from this limited warranty.
- iii) Participants must be at least 18 years or older to participate in the draw.
- iv) NO PURCHASE IS NECESSARY TO ENTER THE LUCKY DRAW. 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.
- v) The average retail value of the prize represents MSI's good faith determination. 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. Prize cannot be transferred, redeemed for cash or substituted by winner. MSI reserve the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these terms and conditions is unavailable or cannot be awarded, in whole or in part, for any reason. 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.

- vi) MSI shall have sole discretion in verifying, approving, or denying submissions or determining such matters.
- vii) This Event 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 Event.
- viii) MSI may, at its discretion, disqualify participants who do not meet or violate these terms.
- ix) Automated or robotic entries submitted by individuals or organizations will be disqualified. Entry must be made by the participant. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods will void that participant's entry and may result in immediate disqualification.

2. Privacy Policy. We may ask You for information to run this Event 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 Event, 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 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 than 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 Event, 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:
  - 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.
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:
  - i) MSI reserves the sole and discretionary right:

A. 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 comment or hashtag is incorrect or incomplete, b) if comment submissions are not made within the Event 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 Event enrolment; f) if participant does not have the legal capacity to enroll in this Event, or g) if criminal or illegal acts are committed or allegedly committed to enroll in this Event;

B. 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.

- 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.

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 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.