

## Review and Receive Program (Headset)

### Terms and Conditions

- Event Duration and Enrolment. From 9:45 AM, July. 1th – 11:59 PM, Sept 30th, 2021 Pacific Standard Time, participants (“You, “Your”, as applicable) may enroll in the MSI “MSI RTX30 Review and Receive (Headset)” promotion (“Event”) – while supplies last. To enter, you must complete the following steps:
- Purchase one (1) or more eligible MSI product(s) from participating MSI partners and write a product review for your purchased product and post the review on the online etailer/retailer product page.
- This Event is free to enter for a chance to win the draw prize by writing a request to MSI USA and mailing this request to the MSI Marketing Department Located at 901 Canada Court City of Industry, CA 91748. Your written request must be legible to be accepted and must include Title: MSI US 30 Series Headset Campaign, Your Full name and a valid mailing address within the USA (No P.O. Box), phone number and an email address to allow MSI to verify the entrant. Only one entry will be permitted per entrant. MSI will also use the contact information provided in the entry to contact the entrant, as appropriate.
- 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, and the rating link to your review along with a screen shot of Your review. The invoice date must be between 9:45 AM, July 1th – 11:59 PM, Sept 30th, 2021 Pacific Standard Time. If necessary, MSI may ask You provide a cutout of the product color box showing the serial numbers. All redemption must be completed between 9:45 AM, July 1th – 11:59 PM, Sept 30th, 2021 Pacific Standard Time.
- Agree to the Event Terms and Conditions and await MSI review. If MSI determines You meet all eligibility criteria, the redemption item (see below) will be sent to Your registered email address. Verification may take up to 14 business days. Incomplete Event registration information may result in additional processing time of up to fourteen (14) business days if You are required to provide additional information.
- Eligible MSI products:
  - GS66 Stealth 11UE-007US
  - Pulse GL66 11UGK-001US
  - Stealth 15M A11UEK-009
  - Katana GF76 11UD-001US
- Eligible Regions: US only

- Redemption Item: one (1) MSI Gaming Headset per participant.
- How to Redeem:
  - a. go to MSI US Event landing page
  - b. Submit Proof of Purchase
  - c. Screenshot your review and link of the said review
  - d. Submit your valid Mailing address for receiving the headset USA Only (No P.O. Box)
  - e. After validation we will ship out your headset within 2-3 weeks.
- Participants must be at least 18 years old or older. Void where prohibited or restricted by law.
- This Event is only for eligible end user consumers and not businesses. MSI, MSI affiliates, subsidiary, manufacturer, original brand manufacturer, business partner, distributor, wholesaler, reseller, retailer, advertising and promotion agencies, I-Cafe, or agency, and their respective directors, employees, and their immediate families are not eligible to participate in this Event.
- Automated or robotic entries submitted by individuals or organizations will be disqualified. Internet 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, including, but not limited to, commercial giveaway subscription notification and/or entering services, will void that participant's entries and that participant may be disqualified. Final eligibility for the award of any redemption item is subject to eligibility verification as set forth below. All entries must be posted by the end of the Event period in order to participate. MSI's database clock will be the official time keeper for this Event.
- MSI retains the right to make adjustments of these terms without prior notice subject to any directions from a regulatory authority.
- 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 (e.g. 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.

- eDM Subscription. You may be asked to join MSI's eDM emailing list to receive MSI product news or service updates. If you do not want to subscribe to this list, please do not check the subscribe or similarly titled check box.

- 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, sublicensable 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.

- Participant Representation and Warranties. You hereby represent and warrant that:

- The information You have provided is accurate and true;

- 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;

- 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 You have complied with all applicable laws in enrolling in this Event.

- 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

- Participant Acknowledgement and Consent. You hereby acknowledge and agree that:

- MSI reserves the sole and discretionary right:

- 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;

- to replace the prize with items of similar value without prior notice;
- to vary, delete or add to any of these terms and conditions without prior notice;
- 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;
- MSI disclaims all liability for any delays, mis delivery, 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. 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.