

TERMS & CONDITIONS OF NITRO 5 LAUNCH GIVEAWAYS & LUCKY DRAW

This activity, named “Nitro 5 Launch Giveaways and Lucky Draw Session” (the “Activity”) is organized by Acer Sales & Services Sdn Bhd (“Organiser”). The Activity shall run on 14th April 2021 at 3:00pm.

A. ELIGIBILITY

1. In order to be eligible to participate in the Activity, the Participant must satisfy the following:
 - A resident of Malaysia, except as per clause 2 below;
 - If the Participant is below eighteen (18) years of age as at the date of submission, the Participant must obtain the appropriate permission and release from a parent or legal guardian in order to participate in the Activity; and
 - Only individuals are eligible to participate in the Activity. Groups, organizations and companies are not eligible.
2. The following are not eligible to participate in the Activity:
 - Employees of the Organiser (including but not limited to its associated and related companies), their immediate family members (children, parents, brothers and sisters, including spouses);
 - Representatives, employees, servants and/or agents of advertising, and/or Activity service providers, and/or resellers, dealers, distributors of the Organiser and their immediate family members (children, parents, brothers and sisters, including spouses; and groups, organizations and companies are not eligible.
 - Special price and tendered projects are not eligible to participate in this campaign.
- Every Participant is entitled to One (1) chance to win one of the gifts/giveaway items provided:
 - Participant watches the event Live on Acer Facebook on the stated event date above.
 - Participant clicks “Like” on the event page.
 - Participant “share” the event on their social page.
 - Participant must hashtags #ZeroToNitro #MyAcer

B. GIFTS

1. Items to be given out for giveaways and lucky draw:

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|-------------------------------------|--------------------|---------------------------------|---|------------|
| Eu (Giveaway + Lucky Draw) | Giveaway 100likes | Nitro Tshirt | 5 | RM325.00 |
| | Giveaway 300likes | Nitro Mouse | 1 | RM129.00 |
| | Giveaway 500likes | Nitro Headset | 1 | RM169.00 |
| | Giveaway 1000likes | Nitro Keyboard | 3 | RM507.00 |
| | Lucky Draw 1 | Nitro 5 (AN515-45-R5C7) | 1 | RM5,799.00 |
| | Lucky Draw 2 | Nitro Monitor (QG241Y P) | 1 | RM749.00 |
| | Lucky Draw 3 | Nitro Keyboard, Mouse & Headset | 1 | RM467.00 |
| | Lucky Draw 4 | Nitro Headset | 1 | RM169.00 |
| | Lucky Draw 5& 6 | Nitro Keyboard | 2 | RM338.00 |

C. NOTIFICATION OF GIFT RECIPIENT

1. Recipient of the above gifts will be announced Live during the event.
2. Recipients are required to "direct message" (DM) the Organiser to claim his or her gift item.
3. Should there be no message received from recipient within three (3) days, the gifts will be forfeited.
4. No appeal will be entertained once gifts have been forfeited.
5. Recipient of gift will be required to sign and return a declaration and release form, which among other things, releases the Organiser, the sponsor of the gifts, its respective subsidiaries and associated companies, agents, including advertising and Activity agencies, from all liability relating to the Activity, and acceptance and/or use of the gifts and confirms his/her compliance with the Terms and Conditions applicable to the gifts.
6. Gifts will be sent out within 21 - 30 working days upon verification upon successful contact of the recipient and the recipient providing accurate details of delivery.
7. Charges for 3rd-party collection, delivery, insurance, etc. will be imposed on recipients who fail to receive the gifts either by means of address error by the recipients, or are physically absent during delivery, or choose to make special collection arrangements or pick-up services.
8. Gifts that are not delivered successfully after three (3) attempts will be forfeited without prior notice.
9. Where the gifts under the Activity are items/goods, they shall be subjected to availability and may not be substituted for cash. The Organiser reserves the right to offer an alternative gift without prior notice. If gifts involve manufactured items, they shall be subjected to the manufacturer's terms and conditions for warranty, service and maintenance, and the Organiser does not accept any responsibility for them. In the event the gifts involve manufactured items by the Organiser and the gift is faulty through no fault of the winner of such gift, the Organiser shall repair the faulty gift in accordance to its warranty. In the event the faulty gift could not be repaired the Organiser shall replace the gift with an alternative gift in which such alternative gift shall be at the total discretion of the Organiser. For the avoidance of doubt, any faulty gift shall be sent to the manufacturer or the Organiser (if the gift is manufactured by the Organiser) for repair within the warranty period. In particular, gifts are provided by the Organiser on an "AS IS" basis without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
10. Taxes and their levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the gifts shall be fully borne by the recipient.
11. The gifts are non-transferable, non-returnable or not exchangeable for cash, credit, voucher and such other items in part or in full value.
12. In the event of a disqualification after the gifts have been awarded, the Organiser reserves the right to demand the return of the gift or payment of its equivalent value from the disqualified participants.

D. PRIVACY AND DATA PROTECTION

1. The personal data the Participant provides to the Organiser or its related Companies and service providers, agents and contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf pursuant to this Activity, including without limitation the Participant's name, IC number and address, will be processed and are required to administer the Participant's participation in the Activity. Entries submitted without the personal data required will be discarded.
2. In compliance with the laws of Malaysia, the Participants hereby consent and authorize the Organiser to collect, process, to safe keep the required details and to disclose the Participant(s) personal details to the related parties involved in organizing this Activity. This includes disclosing the Participants' name to the general public when the Participant(s) become a winner in the contest. Any withdrawal of the Participant(s)' consent is given shall be made in writing and received by the Organiser before the expiry of the Activity Period and in such event, the Participant(s) shall be deemed to have withdrawn from this Activity.

3. By providing the personal information upon the submission of redemption, the Participant consents and agrees to the usage of the Participant personal information by the Organiser, including but not limited to names and images, in accordance with the Organiser's Privacy Policy.
4. In respect of any third party's personal information as disclosed by the Participant in the Participant's submissions to the Organiser, the Participant hereby warrants that the Participant has the right to do so and the Participant has obtained the consent from such third party to disclose such personal information.
5. When using the Participant's personal information for the purposes referred to above, the Organiser may need to disclose it to the Organiser's agents and/or third party service providers. When this happens, the Organiser will require those parties to handle the Participant's personal information using the same level of care that the Organiser applies. The Organiser will also require them to only use the Participant's personal information according to the Organiser instructions.
6. In providing the Participant's telephone, e-mail address, facsimile number or other contact methods the Participant is agreeing that the Organiser and/or its agents and/or its third party service providers may contact the Participant by telephone, email, facsimile or other such methods. Other than those individuals and entities mentioned above, or as informed from time to time, the Participant's personal data will not be revealed by the Organiser to any other outsiders, unless the Organiser has required the Participant's permission to do so.
7. The Participant shall be responsible for ensuring that such disclosures are in compliance with the provisions of Malaysia Personal Data Protection Act 2010.
8. The Participant may notify the Organiser of any updates, amendments and corrections to previously collected information via the Organiser's website.
9. Storage and Retention of Personal Data the Participant's Personal Information shall be stored either in hard copies in our offices or in servers located in Malaysia and will be operated and/or used either by us or our service providers. Any Personal Information supplied by the Participant will be retained by our organisation as long as necessary or as required to satisfy legal regulatory, accounting requirements or to protect our interests.
10. The Organiser and its parent company may also use the Participant's personal data to communicate with the Participant about its products and services, update the Participant on new services and benefits, provide personalized Activity offers and allow the Participant to participate in contests and surveys. In this regard, the Participant's personal data may be disclosed and transferred to the Organiser's service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If the Participant has any complaints, comments or questions on this Privacy Notice, or wish to access or correct the Participant's personal data, or limit our processing of the same, please contact the Organiser.

E. GENERAL CONDITION

1. Pictures of gifts shown are for illustration purposes only and may differ from the actual item. Price shown is correct at the time of printing but is subject to change without prior notice.

2. By participating in this Activity, the Participant agrees to be bound by these Terms and Conditions, the decisions of the Organiser, and all terms and conditions imposed by the Organiser governing the use of the gift.
3. The Organiser and partner reserve the right to use any photographs (including those of Participants), motion pictures, recordings, or any other media records of the Activity, for any legitimate purpose including commercial advertising and distribution to sponsors anywhere in the world without any notification and/or payment to the Participant.
4. To the maximum extent permitted by law, the Organiser and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accept no responsibility whatsoever for any liabilities of any kind for any damage to any property that may occur as a consequence of the Participant's participation in the Activity.
5. To the maximum extent permitted by law, the Participant undertakes to indemnify and keep the Organiser and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to the Participant's breach of any of these Terms and Conditions and/or arising from the Participant's participation in the Activity, and/or the Participant's use of any gift.
6. Winners and/or their heirs shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents resulting from their participation in the Activity, redemption and/or utilisation of the gifts and agree to release and hold the Organiser and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents free and harmless of any liability.
7. The Organiser's decision is final and binding. In the event of any dispute arising from the Activity, or relating to the interpretation of these Terms and Conditions, the decision of the Organiser on all matters pertaining to the Activity shall be final and binding on all parties. No correspondence will be entertained.
8. The Participant acknowledges and agrees that no form of cheating will be tolerated. If the Participant is found cheating, as determined in the sole and absolute discretion of the Organiser, the Participant will immediately be disqualified from the Activity. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Activity sites (if any), participating in the Activity without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Activity, use of the Activity beyond the defined rules of the Activity, attempting to disable or overwhelm any of the Organiser's websites or the Activity sites (if any), attempting to disrupt any portion of the Activity, including but not limited to, allowing somebody else to use the Participant's personal information, or tampering with the redemption process.
9. Any attempt by a person to deliberately damage any of the Organiser and its parent company's websites, damage the Organiser and its parent company's reputation via comments on social media or other medium or undermine the legitimate operation of the Activity may be a violation of criminal and civil laws; and should such an attempt be made, the Organiser reserves the right to seek damages from any such person to the fullest extent permitted by law
10. Only participants who fulfil the Terms and Conditions herein shall be eligible to win the

gift. The Organiser reserves the right to disqualify participants who have failed to comply with these Terms and Conditions and/or submitted incomplete or inaccurate forms, and/ or any participant

11. who is found or suspected to be tampering with this Activity entry submission process, without prior notice.
12. All entries via the Internet are sent entirely at the risk of the Participant. The Organiser, its agents and sponsors will not be responsible or liable for any injury or damage to the Participants' or to any other person's computer relating to or resulting from entering or downloading materials in connection with the Contest.
13. The Organiser's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
14. The Organiser may modify these Terms and Conditions and/or withdraw or terminate the Activity at any stage without any liability towards anyone.
15. The Organiser reserves the right to modify the Terms and Conditions of this Activity or campaign at any time, without notice.
16. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
17. Each of the provisions of these terms and conditions applies to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
18. The Organiser shall not be liable for any losses and/ or damages which may be suffered by the participants, winners and/ or any other party resulting from and/ or arising out of or in connection with this Activity and/ or the gift given under this Activity.
19. The Activity shall be governed by and interpreted in accordance with the laws of Malaysia. The Activity is void where prohibited or restricted by law and is subject to all applicable laws.

