

Terms and Conditions-EN

1. [Event Duration and Enrolment.](#)
2. From July. 7th– July. 28th, 2022 (**UTC+8**), participants (“You, “Your”, as applicable) may enroll in “Gear Up, Game On” gaming event (“Event”). To enter, You must complete the following steps:
 - i) Visit the Event website to play the game. You must agree to the game terms of use, available at <https://www.msi.com/page/website-terms-of-use> in order to play. Additional Event specific details are enumerated below, and shall govern your participation in the Event. These Event terms and conditions shall be read in conjunction with the MSI Services Terms of Use (collectively, the “Terms”)–Please read these Terms carefully. If the Event terms conflict with MSI’s Services Terms of Use, the Event terms shall govern but only to the extent such conflict applies towards the Event.

YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF USE BY PLAYING THE GAME OR IF YOU SELECT THE “I AGREE TO THESE TERMS AND CONDITIONS” OR SIMILARLY TITLED CHECK BOX.

- ii) Each participant’s play through score will be recorded only if the participant has elected to register his/her name, birthday, and email for score recording. Unless each participant elects to register to enter the draw below or consents to subscribing to MSI Newsletters, the participant registered information will only be used by the Event server to record and update the scores earned through each participant play through.
 - iii) Participants who elect to complete Event registration will automatically be enrolled in a pool for random draw. The potential prize to be won will be determined by the participant’s highest recorded score. Prizes will be broken down into three (3) levels from level 1 (lowest) to level 3 (highest) according to achieved scores. Participants scoring within the level 1 score range may only win level 1 prizes. Participants scoring higher within the level 2 score range may win both level 1 and 2 prizes. Participant scoring in the level 3 score range may win prizes from all levels.

- iv) MSI will randomly draw six (6) winners from the pool of eligible participants within 5 business days after Event ends. The winners will be announced on the Event page.
- v) The winner will be notified through his/her registered email of the prize won. MSI may reach out to each winner to confirm Your registered address: incomplete or incorrect delivery address may be grounds to disqualify a winner. The winner must respond to MSI's email within ten (10) calendar days; the winner who does not respond within this time may be deemed to have forfeited the prize, and a new winner will be randomly drawn. MSI shall have sole discretion in determining such matters.
- vi) Physical prizes may take up to eight (8) weeks or more to be delivered due to customs clearance. MSI will not replace any lost or stolen prize items. PRIZES 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) For USA participants, 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 Your full name, a valid mailing address within the USA (NO P.O. BOX), phone number, the Event name, and any 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.

- **Draw Prize:**

	Level 1	Level 2	Level 3
Winners	3	2	1
Prize	<p>One (1) set MSI Dragon Red Limited Edition Peripherals, comprising of:</p> <ul style="list-style-type: none"> one (1) CLUTCH GM41 LIGHTWEIGHT WIRELESS (MSRP US\$95); and one (1) IMMERSE GH50 (MSRP US\$79.99) VIGOR GK71 SONIC (MSRP US\$109.99) 	<p>One (1) GeForce RTX™ 3060 Ti GAMING X 8G LHR (MSRP US\$649)</p>	<ul style="list-style-type: none"> ● One (1) MSI Dragon Red Limited Edition GeForce RTX™ 3070 Gaming PC (MSRP US\$5.000), and ● One (1) set MSI Dragon Red Limited Edition Peripherals, comprising of: <ul style="list-style-type: none"> one (1) CLUTCH GM41 LIGHTWEIGHT WIRELESS (MSRP US\$95); and one (1) IMMERSE GH50 (MSRP

		US\$79.99); and one (1) VIGOR GK71 SONIC (MSRP US\$109.99)
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Each winner will be awarded one (1) prize.

All prizes are not transferable, substitution or redeemable for cash or any other goods. If a prize becomes unavailable due to circumstances beyond MSI's reasonable control, MSI may, at its sole discretion, adjust the prize content by replacing the prize with another product of equivalent value.

- Eligible Regions: Worldwide, excluding Italy, Poland, Russia, Thailand, Turkey, and restricted, sanctioned, or embargoed countries or regions. Proof of residency may be required.
- This Event participant must be 18 years old or older. 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.
- 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. Final eligibility for the award of any prize 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.
- Void where prohibited or restricted by law.

3. 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; and 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.

4. 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.

5. 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 affiliates and 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.

6. 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.

7. 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.

8. 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 enrolment or product registration is incomplete, b) if Event eligibility requirements such as timely enrollment, applicable product line or regional restrictions are not met; c) if the provided documents are altered, forged, fraudulent, misdelivered, 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;
 - b) to replace the prize with items of similar value without prior notice;
 - c) to vary, delete or add to any of these terms and conditions without prior notice;
- 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 or any prizes due to logistic, 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.

9. 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.

10. 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.

11. 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.