

Event

1. Event Duration and Enrolment. From 12:00PM, Oct 13th – 11:59 PM, Nov. 28th, 2022 CST, participants (“You, “Your”, as applicable) may enroll in the “MSI Halloween Giveaway” (“Event”).

a. Complete the following steps to enter*:

- 1) Read and accept the Event terms and conditions
- 2) Follow the msi channel on TikTok (+ 3 entries)
- 3) Follow the @msi Instagram channel (+3 entries)
- 4) Follow @msigaming on Instagram (+2 entries)
- 5) Tag your friends on Instagram (+1 entry)
- 6) Like MSI’s posts on Instagram (+1 entry)

*Note: Cancellation of an action taken during the Event period will result in automatic disqualification from the Event.

Accepting the Event terms and condition above will automatically enroll participants in the Event. Each entrant may participate in the Event only once. Each participant who completes a specified action will earn the number of entry / entries stated above. Greater number of entry points increase the probability of winning. An entrant can earn a maximum of ten (10) entries. Enrolled participants will be entered into the lucky draw for this Event. Winners will be drawn from the pool of eligible entrants on 10:00 AM (CST), Dec. 7, 2022, and the winner will be announced on the Event page. By participating in the Event, each entrant unconditionally accepts and agrees to comply with and abide by these terms and conditions (“Terms and Conditions”) and the decisions of MSI, which shall be final and binding in all respects.

b. The draw prizes are as follows:

- One (1) MSI MAG Trident S 5M-017US Slim Gaming Desktop (valued at US\$800)
- Two (2) Pro MP271 27" Business & Productivity Monitor (valued at US\$160)
- One (1) Modern MD272QPW 27" Business & Productivity monitor (valued at US\$290)

- Two (2) Optix MAG2732 27" Flat Gaming Monitor (valued at US\$200)
- One (1) MSI GeForce RTX 3070 Ti (valued at US\$700)
- Three (3) Vigor GK30 White Combo Gaming Keyboard and mouse (valued at US\$65)
- Three (3) Adobe Creative Cloud 12 month subscription (valued at US\$400)
- Thirty (30) US\$15 Steam Wallet
- Five (5) US\$100 VISA gift card for U.S. regions, or equivalent value MSI product for other regions

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.

- c. MSI may reach out to the winner to confirm his/her registered address within seven (7) days of the draw date: incomplete or incorrect delivery address may be grounds to disqualify the winner. The winner must respond to MSI's email within seven (7) calendar days; any winner who does not respond within this time may be deemed to have forfeited the prize, and a new winner will be selected by MSI. MSI shall have sole discretion in determining such matters.
- d. The applicable Steam code(s) will be sent to a winner's registered email address. Applicable Steam code(s) must be redeemed via the Steam website. Please contact MSI customer service if you are unable to redeem the Steam code before the listed deadline. Steam code values vary depending on each eligible product. See the charts below on specific equivalent values for applicable product. Steam code values shown on the website are for reference only; actual values will vary due to automatic conversion into local currency based on the applicable conversion rate on the actual redemption day.

MSI shall not be liable for any loss or delays resulting from incorrect or missing information provided. MSI shall have no liability for a winner's failure to receive notices due to spam, junk e-mail or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information. 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. All images and descriptions of the prize are for illustrative purposes only. Model number of the prize may not be the same as illustrated in the image. MSI will not replace any lost or stolen prize items. The risk is transferred to the winner when the prize is handed over to a postal delivery service. MSI shall not be responsible for delivery damages. All prizes are not provided with any warranty. 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.

- e. 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.
- f. Eligible Regions: Worldwide, excluding Italy, Turkey, Thailand, Russia, and restricted, sanctioned, or embargoed countries or regions. Proof of residency may be required.
- g. 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 in this T&Cs. 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.

- 2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. Participant Acknowledgement and Consent. You hereby acknowledge and agree that:

- a) MSI reserves the sole and discretionary right:
- i) 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: aa) if Event enrolment or product registration is incomplete, bb) if Event eligibility requirements such as timely enrollment, applicable product line or regional restrictions are not met; cc) if the provided documents are altered, forged, fraudulent, misdelivered, or void; dd) if automated codes, scripts, plugins or other means were used to enter or complete Event enrolment; ee) if participant does not have the legal capacity to enroll in this Event, or ff) if criminal or illegal acts are committed or allegedly committed to enroll in this Event;
 - ii) to replace the prize with items of similar value without prior notice;
 - iii) to vary, delete or add to any of these terms and conditions if there is valid reason understood as:
 - amendment of the laws governing the rules and organization of the Event, affecting the rights and obligations of MSI and participants
 - extension or reduction of the duration of the Event
 - change in the way the Event is carried out due to technical, technological or commercial reasons
- b) 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;
- c) 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.
8. **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.

9. 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.

10. 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.