

TERMS AND CONDITIONS OF FEEL THE VIBE WITH ACER

This contest, named "Acer Day #FeeltheVibeWithAcer Challenge" (the "**Contest**") is organized by Acer Sales & Services Sdn Bhd ("**Organiser**"). It's a month-long of creative collaborative project between Acer together with Pong Pong and Ckidot Channel. "Feel the Vibe" song is all about yearning for good vibes and spreading 'feel good' feelings to the world. This collaborative project aims to give everyone the opportunity to feel the creativity through an engaging and light-hearted contest. This contest invites the public to showcase how they spread good vibes with the song via the AcerDay challenge. The Contest shall run from 2nd August 2020 to 11.59pm on 31st August 2020 (both dates inclusive) (the "**Contest Period**").

A. ELIGIBILITY

1. In order to be eligible to participate in the Contest, 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, the Participant must obtain the appropriate permission and release from a parent or legal guardian in order to participate in the Contest; and
 - Only individuals are eligible to participate in the Contest. Groups, organizations and companies are **not eligible**.
2. The following are not eligible to participate in the Contest:
 - 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 promotion 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**.

B. CONTEST MECHANICS & SUBMISSION OF CONTEST ENTRIES:

1. To participate in the Contest, participants must download TikTok ("the App") from the App Store or Play Store.
2. To submit an entry for the Contest, the contestant must complete all the following steps within the Campaign Period:

Step 1: Like & Tag 3 of your friends in the comment section of the "FeeltheVibeWithAcer Challenge" post.

Step 2: Head over to Pong Pong's TikTok profile to find the "Feel The Vibe" song or get it here <https://vt.tiktok.com/y6Gu2L/>. Dance & Record using the song.

Step 3: Publish your creative video on Facebook or Instagram and set submission video post to public

Step 4: Share your video clip with the hashtags #FeeltheVibeWithAcer #AcerDay #MyAcer on your Facebook or Instagram and tag @AcerMalaysia. (Make sure your post is public)

3. Contestant's video clip has to be about spreading good vibes and should refrain from inserting negative/improper context.
4. Use of automated entries, votes or other programs is prohibited, and all such entries (or votes) will be disqualified.
5. Three (3) Eligible Entries which received the highest number of "Likes" and "Reactions" on their Facebook or Instagram post will be selected by the Organiser as the winners of this Contest.
6. Contestants are not allowed to submit more than one (1) entry throughout the Contest Period. Submissions received after 11.59 PM on 31st August 2020 will be disqualified.

C. PRIZES

1. The top 3 Winners (the most likes and reactions) will each win a prize as following:
 - Grand Prize: One (1) ConceptD 3 Pro CN315-71P-70M3 worth RM6,299 and One (1) Cash prize worth RM1,000
 - Second Prize: One (1) Acer Monitor ED273A worth RM799 and One (1) Cash Prize worth RM500
 - Third Prize: Predator Cestus 510 Gaming Mouse Special Edition worth RM499 and One (1) Cash Prize worth RM300

The 4th to 13th posts with the most likes will each win the following:

- Consolation Prizes x10: One (1) Acer Day T-Shirt and One (1) Predator Tumbler
2. The prize is not exchangeable, transferable or redeemable in cash or any form for whatever reason.

D. WINNER ANNOUNCEMENT

1. The winners will be announced on Acer Malaysia Facebook Page and Acer Malaysia Instagram Page.
2. All eligible winners will be required to provide their full name as per IC, NRIC number, Email Address, Phone Number and email these details over to a-redemption@whizzdom360.com. Our Acer representative will contact the winners for the arrangement of prizes.

3. Winners must ensure the details provided for prize redemption are ACCURATE. Any information found to be false/inaccurate/incomplete will result in disqualification.
4. If a winner cannot be contacted within seven (7) working days of being notified by Acer, or if there is no response from the selected winner within seven (7) working days upon being notified, the next best winner will be selected. Acer shall not be held responsible for any losses (including loss of opportunity and any other losses flowing therefrom) and damages suffered in the event the winner cannot be contacted.
5. Prize that is not claimed within one (1) month from the date of the notification of Contest results by the Organiser to the Contest winner shall be forfeited.

E. PRIZES REDEMPTION PROCESS

1. Where the prizes under the Contest 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 prize of similar monetary value, without prior notice. If prizes 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 gift involve manufactured item 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, prizes 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.
2. 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 prizes shall be fully borne by the recipient.
3. The prizes are non-transferable, non-returnable or not exchangeable for cash, credit, voucher and such other items in part or in full value.
4. In the event of a disqualification after the prize have been awarded, the Organiser reserves the right to demand for the return of the prize or payment of its equivalent value from the disqualified participant.

F. PRIVACY AND DATA PROTECTION

1. The personal data the Participant provides to the Organiser pursuant to this Contest, 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 Contest. 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 involve in organizing this Contest. Any withdrawal of the Participant(s)' consent given shall be made in writing and received by the Organiser before the expiry of the Contest Period and in such event, the Participant(s) shall be deemed to have withdrawn from this Contest.
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 warrant 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 3rd 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 3rd party service providers may contact the Participant by telephone, e-mail, facsimile or other such method. 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 Contest 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.

G. GENERAL CONDITIONS

1. Pictures of prizes/gifts shown are for illustration purposes only and may differ from the actual item. Price shown is correct at the time of printing but may be subject to change.
2. By participating in this Contest, 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 prize/gift.
3. The Organiser and partner reserves the right to use any photographs (including those of Participants), motion pictures, recordings, or any other media records of the Contest, 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 accepts 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 Contest.
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 Contest, and/or the Participant's use of any gift/prize.
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 Contest, redemption and/or utilisation of the prizes and agree to release and hold the Organiser and its 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 Contest, or relating to the interpretation of these Terms and Conditions, the decision of the Organiser on all matters pertaining to the Contest 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 Contest. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of the Organiser's websites or the Contest sites (if any), attempting to disrupt any portion of the Contest, 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 or undermine the legitimate operation of the Contest 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/prize. The Organizer 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 who is found or suspected to be tampering with this Contest entry submission process, without prior notice.
11. 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.
12. The Organiser may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
13. 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.
14. Each of the provisions of these terms and conditions apply 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.
15. The Organizer 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 Contest and/ or the gift/prize given under this Contest.
16. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.

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