

## 2024 Cyber Month Sales Terms and Conditions

Event Duration and Enrolment. From 1<sup>st</sup> November 2024 – 30<sup>th</sup> November 2024 (UTC + 08:00), participants (“You”, “Your”, as applicable) may enroll in the **2024 Cyber Month Super Sales** (“Event”) – while supplies last. To redeem, you must complete the following steps:

1. Purchase one or more eligible product(s) (see below).
2. Provide all information required in the registration page and a copy of your proof of purchase for MSI verification. Documentation must show the product model name, invoice date\*, and shop/vendor name. **\*Invoice date must be between 1<sup>st</sup> November 2024 – 30<sup>th</sup> November 2024. ALL MSI MEMBER REGISTRATION AND REDEMPTION OF THE BUNDLE MUST BE COMPLETED BY 6<sup>th</sup> December, 2024.**
3. Submitting Your invoice and required proofs and checking the “I agree to these terms and conditions” or similarly titled boxes shall be deemed as your agreement to the Event Terms and Conditions.
4. Await MSI approval or rejection of Event eligibility. Verification may take 7 – 10 business days.
5. Physical promotion bundle(s) will be delivered within 2 – 4 weeks after the redemption closed, or more due to customs clearance or Malaysian nationwide/regional lockdown situation.
6. Physical promotion bundle(s) - delivery for all physical promotion bundle(s) (via redemption) is limited to Malaysia - address given that is not within Malaysia is strictly not considered.
7. Digital promotion bundle(s) – The KFC E-Vouchers are valid for 1 year from the purchase date and must be used in conjunction with QSR STORES SDN BHD (KFC Events & Sales). Please refer to [KFC E-Voucher Terms of Use](#).
8. Digital promotion bundle(s) – The KFC E-Vouchers will be delivered via MSI member center system once the redemption request is approved.
9. The promotional bundles offered during this event are available in limited quantities and will be provided on a first-come, first-served basis, while supplies last. Once all available promotional bundles have been fully redeemed, no further promotional bundles will be offered, and no replacements or substitutions will be provided. MSI reserves the right to conclude the event when the available promotional bundles are exhausted, and no further redemptions will be accepted.

Eligible MSI products and Corresponding Promotion Bundle (limited quantities apply – while supplies last):

<b>Eligible Product</b>	<b>Corresponding Promotion Bundle</b>
Raider 18 HX A14VIG-464MY	MSI Gaming Headset H901
Raider GE78 HX 14VHG-630MY	MSI Gaming Headset H901
Vector 16 HX A13VHG-602MY	MSI Gaming Headset H901
Stealth A16 AI+ A3XVGG-089MY	MSI Gaming Headset H901
Sword 16 HX B13VGKG-622MY	MSI Gaming Mouse M99 Pro + KFC E-Voucher worth RM10
Sword 16 HX B14VFKG-627MY	MSI Gaming Mouse M99 Pro + KFC E-Voucher worth RM10
Sword 16 HX B14VEKG-628MY	MSI Gaming Mouse M99 Pro + KFC E-Voucher worth RM10
Katana A15 AI B8VF-482MY	MSI Gaming Mouse M99 Pro + KFC E-Voucher worth RM10
Katana A15 AI B8VE-483MY	MSI Gaming Mouse M99 Pro + KFC E-Voucher worth RM10
Cyborg 15 A13VFK-886MY	MSI Gaming Mouse M99 Pro
Thin A15 AI B8VE-288MY	MSI Gaming Mouse M99 Pro
Thin A15 B7VE-286MY	MSI Gaming Mouse M99 Pro
Thin 15 B12UCX-1600MY	MSI Gaming Mouse M99 Pro
Modern 14 F13MG-084MY	MSI Mouse M88
Modern 15 B13M-899MY	MSI Mouse M88
Modern 14 F1MG-028MY	MSI Mouse M88
Prestige A16 AI+ A3HMG-066MY	MSI 9 in 1 TypeC Multi-port Hub
Prestige 14 AI Studio C1VEG-045MY	MSI 9 in 1 TypeC Multi-port Hub
Prestige 14 AI Studio C1UDXG-046MY	MSI 9 in 1 TypeC Multi-port Hub

1. Eligible regions: Malaysia. You must be a legal resident in the specified region. Cross region and/or country redemption(s) shall be strictly prohibited.
2. All purchases must be made from local MSI distributors or resellers in Malaysia.
3. 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.
4. Void where prohibited or restricted by law.
5. 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; 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.

6. 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.
7. 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.
8. 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.
9. 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

10. 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 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;
    - 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 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.
11. 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.
12. 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.
13. 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.

- I fully understand the contents of the Terms and Conditions and agree to them.
  
- I agree MSI may collect, use and process my personal data for marketing purposes and in accordance with the terms of MSI Privacy Policy <https://www.msi.com/page/privacy-policy>.