Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

Campaign Duration:

July 18th 04:00 PM GMT+8 to July 25th 11:59 PM GMT+8

How to Enter:

1. Follow our official account on Facebook, Twitter and Instagram(@Acer)
2. Comment or quote tweet our Sweepstakes post with the right answer using the hashtags #Acer & #AcerTimeCapsule
3. Winners should share the prizes on their social channel and @Acer and set as public. Acer reserves the right to share the content on Acer channels.

We will be accepting entries until July 25th and will contact winners within 30 days.

Giveaway Prizes:

Acer Vero Organized Accessory Bag X 3	FB/IG/X - one prize per platform

1. Sponsor: The Sponsor of Acer Sweepstake is Acer Inc.

Eligibility: Acer Sweepstake (the "Sweepstakes") is only open to those who are 18 years of age as of the date of entry. The Sweepstakes is void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of Acer Inc. (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By entering the Sweepstakes, the contestant ("You") agree to comply with and abide by these Rules and the decisions of the Sponsor, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the Sponsor's decisions as final and binding as it relates to the content of this campaign. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes.
3. Entry Period: The Sweepstakes begins on 18 July 2024 at 04:00PM (GMT+8) and ends at on 25 July 2024 at 11:59PM (GMT+8) (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible.

How to Enter: The entry must fulfil all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules of the Sweepstakes, your submission may be disqualified at the sole discretion of the Sponsor.

Prizes: The winner(s) of the Sweepstakes (the "Winner") will receive the following prizes:

Acer Vero Organized Accessory Bag X 3	FB/IG/X - one prize per platform

4.
Actual/appraised value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution shall be permitted except for at the Sponsor's discretion. The prize is nontransferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not permitted. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the Sponsor to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

4. Odds of Winning: The odds of winning depend on the number of eligible entries received.
5. Winner Selection and Notification: The Winner will be selected by Random Draw under the supervision of the Sponsor. The Winner will be notified within 7 days of the winner selection. The Sponsor 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. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in this Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as winner, and all privileges as winner will be immediately terminated.
6. Rights Granted by the Entrant: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the Sponsor. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Acer Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Acer Inc. may incur, suffer, or be required

to pay arising out of such infringement or suspected infringement of any third party's right.

7. Terms and Conditions: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorised human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select a winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
8. Limitation of Liability: By entering the Sweepstakes you agree to release and hold harmless Acer Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorised human intervention in any part of the Sweepstakes; (iii) electronic or human error in the administration of the Sweepstakes or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.
9. Disputes: This Sweepstakes is governed by the laws of Taiwan, without respect to conflict of law doctrines. By participating in this Campaign, you agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Taiwan having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes). You further waives all rights to have damages multiplied or increased.
10. Winners List: To request a copy of the winners list please contact the Sponsor. Requests must be sent within four (4) weeks of the end of the Entry Period.

11. The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Sweepstakes. You understand that you are providing your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks.
12. Acceptance of Rules: By participating in the Sweepstakes, You have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.

NO PURCHASE NECESSARY TO ENTER OR INCREASE YOUR ODDS OF WINNING

COMMON TERMS USED IN THESE RULES: These are the official rules (hereinafter “Rules”) that govern how the "**Acer** sweepstakes will operate. This will be referred to as the "Sweepstakes" throughout these Rules.

In these Rules, “Sponsor”, "we", "our", and "us" refer to Acer Incorporated, located at 8F, No 88, Sec 1 Xintai 5th Rd, Xizhi, New Taipei City, Taiwan, the sponsor of the Sweepstakes, together with our local subsidiaries as set forth in the Exhibit hereto. "You" refers to an eligible Sweepstakes entrant.

WHAT LAWS GOVERN THE WAY THIS SWEEPSTAKES IS EXECUTED AND ADMINISTRATED? The laws of Taiwan (R.O.C.) shall govern this Sweepstakes, and by participating in it you consent to the exclusive jurisdiction and venue of the courts of Taiwan (R.O.C.) for any disputes arising out of this Sweepstakes.

WHAT ARE THE ENTRY DATES? This Sweepstakes starts at 04:01 PM (GMT+8) on July 18,, 2024, and ends at 11:59 PM (GMT+8) on July 25,, 2024 ("Entry Period").

CAN I ENTER? You are eligible to enter this Sweepstakes if you meet the following requirements at the time of entry:

You are 18 years of age or older at the time of entry;

You are NOT an employee of Acer Inc. or any of its subsidiaries or agents;

You are NOT involved in any part of the administration and execution of this Sweepstakes;

You are NOT an immediate family (parent, sibling, spouse, child) or household member of an employee of Acer Inc. or any of its subsidiaries or agents, and

(All eligible entrants shall be referred to herein as "Entrants".)

HOW TO ENTER / ENTRY CRITERIA

Sign up to and follow the instructions to submit an Entry for the "**Acer**" sweepstakes online. To enter, a user must successfully take requested actions.

Limit of only one (1) entry per person/email address during the Entry Period. The winner will be announced within 30 days of the end of the Entry Period.

You may not create multiple accounts using multiple identities to enter the Sweepstakes. By submitting an Entry you agree to these Rules and confirm your Entry conforms to the Entry requirements.

We are not responsible for Entries that we do not receive for any reason, or for Entries that we receive but are not decipherable for any reason. We will at our sole discretion disqualify any Entry received in excess of the Entry limit (one entry during the Entry Period) and any Entries not meeting the Entry criteria.

By participating in this Sweepstakes, Entrants agree that the content of their entries, where applicable including, but not limited to, emails, instant messages, photographs, and videos, shall become the exclusive property of the Sponsor and may be used in promotion materials by the Sponsor, without payment or compensation to you, except where prohibited by law. The Sponsor reserves the right to deny any entry deemed inappropriate for the Sweepstakes at any time.

WINNER DETERMINATION AND PRIZES

During the Entry Period, if you have entered the "**Acer**" sweepstakes and successfully answered the required question online, you will be entered into the subsequent random prize draw of the Grand Prize

Acer Vero Organized Accessory Bag X 3	FB/IG/X - one prize per platform

Winner acknowledges that all prizes are awarded as-is, without warranty of any kind other than the manufacturer terms and conditions that accompany the product. Each prize winner agrees to look solely to such manufacturer for any such warranty or guarantee claim.

The prize will be shipped between two to six months (subject to the product availability in the local market) after confirmation of the winner.

No cash or credit alternatives will be offered.

Prize cannot be used in conjunction with any other third-party discounts or special offers. Technical specifications (including processor, disk storage, memory and device color, etc.) of each awarded prize may vary depending on the availability of the prize model in the winner's country of residence.

Sponsor accepts no responsibility for any variation in the prize value. Prizes, or any unused portion of the prize, are not transferable or exchangeable for other goods or services and cannot be taken as cash.

To the extent allowed by applicable laws, the Sponsor will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize. The Sponsor will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Sponsor including without limitation technical malfunctions or failures. Tax implications may arise from the receipt or use of a prize. The Sponsor may collect necessary information from the winners to fulfill local tax requirement. Independent financial advice should be sought.

Notifications The winner will be notified by email based on the submitted contact details within 30 days of the end of the Entry Period. If the email is returned as undeliverable or if no response is received (when a response is required) within 7 days Sponsor reserves the right to award the relevant prize to another Entrant using the same criteria as that used to select the original winner (random draw).

Sending of prizes:

The winner will be required to provide their full name, postal address (which must be in an eligible country or region for this Sweepstakes), email address and phone number so that the prizes can be delivered to them. Sponsor accepts no responsibility for any prizes lost or delayed in the post.

If there is a dispute as to who is a winner, we will consider the winner to be the authorized account holder of the email account used to enter the Sweepstakes.

If you are confirmed as a winner of this Sweepstakes:

You accept that prize may not be exactly as it appear or is advertised. If for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of around equal or greater value;

You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner; and

If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

WHAT ARE YOUR ODDS OF WINNING?

Odds of winning depend on the number of eligible entries received and the completion of the required actions by the winners.

WHICH CONDITIONS ARE YOU AGREEING TO BY ENTERING THIS SWEEPSTAKES?

By entering this Sweepstakes you agree:

To abide by these Rules; to release and hold harmless Sponsor from any and all liability or any injury, loss or damage of any kind arising from or in connection

with this Sweepstakes or any prize won; that Sponsor's decisions will be final and binding on all matters related to this Sweepstakes; that Sponsor or its contractors may contact you to administer the Sweepstakes via email; and that by entering this Sweepstakes and / or accepting a prize, Sponsor may use your Entry, your likeness and your proper name and state of residence online and in print, or in any other media, in connection with this Sweepstakes, without payment or compensation to you, except where prohibited by law. The Sponsor reserves the right to modify terms and conditions of these official rules from time to time.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE SWEEPSTAKES CAN'T RUN AS PLANNED?

In the event of a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as Force Majeure) affects the fairness and / or integrity of this Sweepstakes, we reserve the right to cancel, change or suspend this Sweepstakes. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Sweepstakes, we reserve the right to randomly select winners from among all eligible Entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt to compromise the integrity or the legitimate operation of this Sweepstakes by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law and we may ban you from participating in any of our future Acer promotions.

GOVERNING LANGUAGE

These official rules are executed in English.

EXHIBIT

Local subsidiaries of Acer Inc. acting as Co-Sponsors are the following:

- Acer America Corporation, 1730 North First Street Suite 400. San Jose, CA 95112, USA
- Acer Europe SA, Via Della Posta 28, 6934 Bioggio, Switzerland
- Acer (Chongqing) Ltd., 6F, Building 1, The HUB, Shenchang Road No.818, Minhang, Shanghai, PR China

- Acer India Private Limited, Embassy Heights 6th Floor, No. 13, Magrath Road, Bangalore 560025, India

- Acer Computer Australia Pty. Limited, Building G, Level 2, 350 Parramatta Rd, Homebush West, NSW 2140, Australia

- Acer Computer New Zealand limited, Building A Suite 2/600 Great South Road, Ellerslie, Auckland, New Zealand