



2023 MSI Forge Gaming Memories Campaign Terms and Conditions

1. **Event Duration and Enrolment.** From October 2nd, 2023 – November 15th, 2023 (11:59 PST), participants (“You, “Your”, as applicable) may enroll in the MSI Forge Gaming Memories Event (“Event”). You must meet the Event conditions and complete the following steps to enter:
 1. No purchase necessary.
 2. Eligible Region: The United States of America.
 3. You can enter the contest by following the steps below. By submitting your registration in the manner detailed below, you agree to these Event Terms and Conditions.
 - a) **How to Enter:**
 1. Fill in the registration information and submit by November 15th, 2023. You must have at least fifty (50) or more followers on TikTok to join this Event.
 2. MSI will notify shortlisted participants by email between October 2nd and November 17th, 2023. At the same time, we will start shipping free product(s) to you.
 3. Create your video based on the video requirements below and post it on your TikTok between October. 23th and November. 30th, 2023. Submit the video URL link onto the MSI’s Member Center. Participants who have successfully completed the registration and received the free product but fail to post a video and submit URL link within this time frame will be required to pay for the received product.
 - b) **Video Requirements:**
Rules for TikTok Video:
 1. Must be related to the product sent to you by MSI.
 2. Must be 30 seconds or longer.
 3. Must not damage the product.
 4. Must put hashtags #ForgeGamingMemories, #MyMSI, #MSI gaming in post caption.
 5. Videos must stay up and be set to public. MSI must be able to find the video when reviewing the video for you to receive the prize.
- Keyboard: MSI VIGOR GK50 ELITE KAILH BLUE (MSRPUS\$69.99)
Mouse: MSI CLUTCH GM41 LIGHTWEIGHT WIRELESS (MSRPUS\$94.99)
4. **Prize #1**



Once submitting the URL link to the posted content, each participant will acquire one (1) US\$25 Amazon gift card for posting one (1) video that meets the requirements. Each participant is limited to receiving the gift card once.

5. Prize #2

Each participant that submits a video shall only be allotted one (1) entry for the draw regardless if he/she joined through multiple means. Each participant must have successfully submitted their video link in order to be drawn as a winner.

The winners will be randomly drawn from the pool of eligible participants on December 7th, 2023 (9am PST). Within three (3) business days after winners are selected, we will notify the winners through their valid e-mail.

Five (5) winners will be drawn. Each winner will receive one (1) MSI RadiX AXE6600 WiFi 6E Tri-Band Gaming Router (MSRPUS\$299.99)

6. Grand Prize

The participant whose video receives the most likes among all participants will win the Grand Prize. One (1) Grand Prize winner will receive one (1) Codex R 13th Gaming Desktop (MSRPUS\$1549.99) & one (1) MAG 325CQRXF 31.5" QHD 240Hz Curved Gaming Monitor (MSRPUS\$399.99). Desktop specifications are subject to change based on the stock availability.

The statistical cut-off time for results will be 11:59 PM, December 5th, 2023. The winner will be announced on December 7th, 2023.

7. There will be Amazon gift cards valued at \$25. The prizes may not be sold, gifted, assigned, or otherwise transferred to any other third party. There will be no cash or other prize substitutions. **If the product is not available or out of stock, we will provide something equal or better.**

8. 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 redemption 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. 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. 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.

9. If a winner is ineligible, cannot be notified, fails to respond to our inquiry within three (3) days of MSI sending such query, or does not provide us with the required requested information, the prize shall be deemed forfeited. A new winner will be randomly selected. MSI has sole discretion in determining such matters.
10. Winners acknowledge and agree that MSI may use winner's name, likeness, and entry for promotional purposes subject to these Terms and Conditions, as further detailed in Section 3 below.
11. 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.
12. Participants must be 18 years old or older to join this Event. 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.

2. Privacy Policy. 1. We may ask You for information to run this Event that may, as applicable, include without limitation Your email, contract information, primary document information (for age verification purposes), name, mailing address, and other information we may need. 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 can be sent to You. 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.

3. **Participant License.** For any material You may provide to us for this Event, including without limitations, pictures, videos, reviews, content, comment, quotes, 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, sub licensable 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.
4. **Participant Representation and Warranties.** You hereby represent and warrant that:
 1. The information You have provided is accurate and true;
 2. 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;
 3. 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
 4. You have complied with all applicable laws in enrolling in this Event.
5. **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.
6. **Participant Acknowledgement and Consent.** You hereby acknowledge and agree that:
 1. 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 comment or hashtag is incorrect or incomplete, b) if comment submissions are not made within the Event period or in the correct MSI social media page; c) if We are unable to notify participant, or if participant does not timely respond to our



- query within the stipulated timeframe; d) the provided documents are forged, fraudulent, or void; e) if automated codes, scripts, plugins or other means were used to enter or complete Event enrolment; f) if participant does not have the legal capacity to enroll in this Event, or g) if criminal or illegal acts are committed or allegedly committed to enroll in this Event;
- b) to vary, delete or add to any of these Terms and Conditions without prior notice;
2. 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;
3. 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 Event quality, the winner unconditionally waives his/her right to the prize and any associated compensation.
7. 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.
8. 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.
9. 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

MSI Computer Corp

901 Canada Ct, City of Industry, CA 91748 (1-626-913-0828)



between the parties with respect to the Event, and supersede any prior agreements, communications, representations, or discussions, oral or otherwise.