



## 2023 Upgrade Starts with Us Campaign Terms and Conditions

1. **Giveaway Duration and Enrolment.** From September 21<sup>st</sup>, 2023 – August 18<sup>th</sup>, 2023 (11:59 PST), participants (“You, “Your”, as applicable) may enroll in the MSI (“Giveaway”). To enter the contest, you must meet the Giveaway conditions and complete the following steps:
2.
  1. No purchase necessary.
  2. You can enter the contest by following the steps below. By submitting your comment in the manner detailed below, you agree to these Giveaway Terms and Conditions.

a) **How to Enter:**

1. Prepare one of the three PC builds by adding eligible parts and accessories to the PCPartPicker.com website. Refer to examples 1-4 below and read the detailed “Rules for 1 of 3 build” for each of the three builds in the next section.
2. After you have finished building a list, please see example 3 to retrieve the link and submit it below at the bottom of this page in our official GLEAM. We will have 3 submissions on GLEAM if it’s Entry, Mid-range, and or Enthusiast gaming build.
3. Lastly, in order to be eligible to win any of grand prize, like and comment on one of our social media such as Facebook, Instagram, and Twitter, with the hashtag: #myMSI. Winners will be randomly selected through GLEAM and will be announce on our MSI’s social medias.

b) **Build Rules:**

Rules for 1 of 3 Build:

**Build 1: High-end Gaming upgrade build up to \$5000**

The recommended build is best suited for UHD 4K (3840x2160), UWQHD+ (3840x1600), and UWQHD (3440x1440) or higher resolutions. With this setup, you can enjoy playing all games at Ultra settings, including titles like Hogwarts Legacy, The Last of Us, Cyberpunk 2077, Diablo 4, Call of Duty: Modern Warfare II, and other Triple-A games on PC.

**Build 2: Mid-Range Gaming upgrade build up to \$3500**

The recommended build is best suited for WQHD 2K (2560x1440) at maximum settings, UHD 4K (3840x2160) depending on the settings, and UWQHD (3440x1440) also depending on the settings. Depending on the chosen settings, this build is ideal for games such as Overwatch 2, Street Fighter 6, Diablo 4, Dying Light 2, God of War, Atomic Heart, Call of Duty: Modern Warfare II, Red Dead Redemption 2, and most Triple-A games on PC.

**Build 3: Entry Gaming upgrade build up to \$2000**

The recommended build is best suited for Full HD 1080p (1920x1080) at maximum settings and WQHD 2K (2560x1440) depending on the settings. It is ideal for games such



as League of Legends, Fortnite, Roblox, Minecraft RTX, Genshin Impact, Dota 2, Counter-Strike: Global Offensive, Valorant, World of Warcraft, Diablo 4, Elden Ring, and most PC games, again depending on the settings.

Monitor: MSI brand only  
Case: MSI brand or another compatible brand  
Motherboard: MSI brand only  
Video Card: MSI brand only  
CPU: Intel or AMD (Must be compatible with an MSI motherboard)  
CPU Cooler: MSI brand only  
Memory: Any brand that's compatible with the rest of the build  
Power supply: MSI brand only  
Main Hard Drive: MSI brand only  
Backup Hard Drive: Any brand that's compatible with the rest of the build (optional)  
Keyboard: MSI VIGOR or other (optional)  
Mouse: MSI CLUTCH or other (optional)  
Headset: MSI IMMERSE or other (optional)  
Mousepad: MSI or other (optional)

3. Each participant shall only be allotted one (1) entry for the draw regardless if he/she joined through multiple means. You can enter daily or share to gain multiple entries.  
(1x) Grand Prize random winners will each receive the following set:

Intel Core i7-13700K CPU  
RTX 4090 GAMING X TRIO Video card  
MEG 342C QD OLED Monitor  
MEG Z790 ACE Motherboard  
MEG CORELIQUID S360 AIO Cooler  
MEG PROSPECT 700R Case  
MEG Ai1300P PCIE5 Powersupply

(2x) 2nd Grand Prize random winners each will receive the following set:

Intel Core i7-13700K - CPU  
RTX 4070 Ti GAMING X TRIO WHITE 12G  
Optix MAG281URF Monitor  
MPG Z790 CARBON WIFI Motherboard  
MAG CORELIQUID 360R V2 AIO Cooler  
MPG VELOX 100R Case  
MEG Ai1000P PCIE5 Powersupply

(2x) 3rd Grand Prize random winners each will receive the following set:

Intel Core i5-13600K CPU  
GeForce RTX 4060 GAMING 8G



G27CQ4 E2 Monitor  
MAG Z790 TOMAHAWK WIF Monitor  
MAG CORELIQUID 240R V2 AIO Cooler  
MPG GUNGNIR 120R Case  
MPG A850G PCIE5 Powersupply

**\*\* Only people who participate in 1 of the 3 building PC list and submit through GLEAM will be able to win the (1) of the Grand Prize.**

**\*These parts will be not be assembled and will ship in a brand-new box.**

**50 Random Winners**

50 randomly selected participants who enter will \$100 Amazon Gift Card. Anyone can win as long as you have a valid email.

4. You can only get 1 out of the 5 grand prizes per household. You can also win (1) of the (50) prizes of the Amazon gift cards.
  5. The winners will be randomly drawn from the pool of eligible participants on Aug 20<sup>th</sup>, 2023 (9am PST). Within three (3) business days after winners are selected, we will notify the winners through their valid e-mail. **(MUST HAVE VALID EMAIL)**
  6. There will be (50) Aamazon gift cards value at \$100. 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.** Winners are solely responsible for any expenses or taxes incurred in participating in this Giveaway.
  7. 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.
  8. 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.
  9. This Giveaway 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 Giveaway
3. **Privacy Policy.** We may ask You for information to run this Giveaway 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 Giveaway, 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 Giveaway; 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.

4. **Participant License.** For any material You may provide to us for this Giveaway, 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.
5. **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 Giveaway, 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 Giveaway.
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:
1. MSI reserves the sole and discretionary right:
    - a) to determine, on a final and conclusive basis, whether a participant has fulfilled the Giveaway requirements in good faith. For illustrative purpose without limiting any other terms, MSI may disqualify participants: a) if Giveaway comment or hashtag is incorrect or incomplete, b) if comment submissions are not made within the Giveaway 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 Giveaway enrolment; f) if participant does not have the legal capacity to enroll in this Giveaway, or g) if criminal or illegal acts are committed or allegedly committed to enroll in this Giveaway;
    - 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 Giveawayuality, 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 Giveaway 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 Giveaway, and supersede any prior agreements, communications, representations, or discussions, oral or otherwise.