

TERMS & CONDITIONS FOR THE ASPIRE SPIN-A-GIFT CHALLENGE (The “Challenge”)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE ENTERING THIS CHALLENGE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ACER SALES AND SERVICES SDN BHD (“ACER”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CHALLENGE. BY ENTERING THIS CHALLENGE, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. Organizer. The Challenge is organized by Acer Sales and Services Sdn Bhd.

2. Promotion Period:

- Promotion Period (“**Promotion Period**”): 4th December 2015 to 31st December 2015.

3. Eligibility.

3.1. General Eligibility Requirements

- All residents of Malaysia are eligible to participate in the Challenge.
- If you are below eighteen (18) years of age, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to participate in the Challenge.
- Only individuals are eligible to participate in the Challenge. Groups, organizations, enterprises and/or company entries are **not eligible**.

3.2. Not eligible

- The following categories are not eligible to participate in the Challenge:
 - Employees of Acer and its related corporations and their immediate family members.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Challenge.
 - Group, organization, enterprises and/or company entries are not eligible.

3.3. Eligible Products

- For the purpose of this Challenge, the following models are individually referred to as “**Eligible Acer Product**”:

Eligible Acer Product	
Acer Aspire Switch 10E (SWB-13)	Acer One10 (S1002-17Y5)
Acer Aspire Switch 10 (SW5-012)	Acer Aspire R11 (R3-131T)
Acer Aspire Switch 11V (SWS-173)	Acer Aspire R13 (R7-371T-54E1)
Acer Aspire Switch 12 (SW5-271)	Acer Aspire R14 (R3-471TG)

4. Challenge Specifics.

- 4.1. In order to participate in the Challenge, you must purchase any Eligible Acer Product powered by Intel® processor from participating authorized Acer retailers in selected malls within Peninsular Malaysia during In-store roadshow (depending on retailers’ operating hours of either from Thursday to Saturday or Friday to Sunday only) For the list of participating authorized Acer retailers, please visit Facebook/AcerMalaysia.
- 4.2. The Eligible Acer Product must be purchased within the Promotion Period, in which such date of purchase shall be indicated in the proof of purchase.
- 4.3. Subject always to Clause 4.4 and Clause 5 for every purchase of any Eligible Acer Product powered by Intel® processor, you are entitled to get one (1) Voucher/Gift card worth RM10.00, RM20.00, RM30.00, RM50.00, RM100.00, or RM200.00 depending on the value of the voucher/gift card that you spin.
- 4.4. Challenge Eligibility

4.4.1. To qualify for the redemption of the abovementioned one (1) Voucher/Gift card worth RM10.00, RM20.00, RM30.00, RM50.00, RM100.00, or RM200.00, you will need to follow the steps in 4.4.2.

4.4.2. Challenge Step-by-step:

Step 1 Find the Acer promoter at the participating authorized Acer retailer store during In-store roadshow (depending on retailers' operating hours of either from Thursday to Saturday or Friday to Sunday only).

Step 2 Purchase any Eligible Acer Product powered by Intel® processor.

Step 3 Take part in the Aspire Spin-A-Gift Challenge and win the voucher/gift card.

4.5. You must retain your original paid invoice and/or receipt as proof of purchase. End-User/Purchaser may be required to present original proof of purchase when receiving their gift.

5. **Gifts.**

Redemption Gifts

5.1. Gifts are given strictly on a first-come-first-served basis, and while stocks last only.

5.2. The gifts will be determined as follows:

Eligible Acer Product	Free Gift
Purchase any Eligible Acer Product powered by Intel® processor	One (1) Voucher/Gift card worth RM10.00, RM20.00, RM30.00, RM50.00, RM100.00, or RM200.00

5.3. The Voucher as abovementioned shall be provided to you in the form of voucher or gift card.

5.4. The usage of the vouchers shall be subjected to the terms and conditions set by the respective company issuing the vouchers.

6. **Claiming a gift.**

6.1. Gift recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Acer, the sponsor of the gifts, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Challenge, and acceptance and/or use of the gifts and confirms his/her compliance with the terms and conditions applicable to the gifts.

6.2. The Voucher or Gift card will be given to you on the spot, after you have won your voucher/gift card value.

7. All gifts shall be subject to availability and may not be substituted for cash. Acer reserves the right to offer an alternative gift of equivalent monetary value, without prior notice. The value of the gifts are accurate at the time the marketing materials for the Challenge are printed. Acer accepts no responsibility for any variation in the value of the gifts after that. If gifts involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Acer does not accept any responsibility for them. In particular, gifts are provided by Acer 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.

8. 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 gifts shall be fully borne by the winner.

9. All entries become the property of Acer. Personal details of the participants collected by Acer may also be used for marketing purposes. However, such personal details will be dealt with in accordance with Acer's privacy policy. Further information on Acer's privacy policy can be obtained from <http://www.acer.com.my/ac/en/MY/content/privacy>.
10. To the maximum extent permitted by law, Acer 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 your participation in the Challenge.
11. To the maximum extent permitted by law, you undertake to indemnify and keep Acer 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 your breach of any of these Terms and Conditions and/or arising from your participation in the Challenge, and/or your use of any gift.
12. In the event of any dispute arising from the Challenge, or relating to the interpretation of these Terms and Conditions, the decision of Acer on all matters pertaining to the Challenge shall be final and binding on all parties. No correspondence will be entertained.
13. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Acer, you will immediately be disqualified from the Challenge. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Challenge sites (if any), participating in the Challenge without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Challenge, use of the Challenge beyond the defined rules of the Challenge, attempting to disable or overwhelm any of Acer's websites or the Challenge sites (if any), attempting to disrupt any portion of the Challenge, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF ACER'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, ACER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Acer's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
15. Acer may modify these Terms and Conditions and/or withdraw or terminate the Challenge at any stage without any liability towards anyone.
16. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
17. 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.

18. The Challenge and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia. The Challenge is void where prohibited or restricted by law, and is subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to Acer pursuant to this Challenge, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Challenge. Entries submitted without the personal data required will be discarded. Acer may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalized promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Acer at privacy_officer@acer.com.

NOTIS PRIVASI

Data peribadi yang anda beri kepada Acer menurut Cabaran ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Cabaran ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Acer mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau menghadkan pemprosesan kami, sila berhubung dengan Acer di privacy_officer@acer.com.