

TERMS & CONDITIONS FOR WHY NOT WIN A MAZDA3 CONTEST (The “Contest”)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE ENTERING THIS CONTEST. 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 CONTEST. BY ENTERING THIS CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

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

2. Contest Period and Submission Deadline:

- Contest Period (“Contest Period”): 15th July 2015 to 30th September 2015.
- Submission Deadline: **11th October 2015 by 12:00PM**

3. Eligibility.

3.1. General Eligibility Requirements

- All residents of Malaysia are eligible to participate in the Contest.
- 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 Contest.
- Only individuals are eligible to participate in the Contest. Groups, organizations and/or company entries are **not eligible**.

3.2. Not eligible

- The following are not eligible to participate in the Contest:
 - 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 Contest.
 - Group, organization and/or company entries are not eligible.

3.3. Eligible Products

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

Eligible Acer Product	
Acer 2-in1s Notebook Series	Acer Aspire Multimedia Desktop PC Series
Aspire Switch 10 (SW5-012)	Revo One (RL85-2957W8)
Aspire Switch 10 E (SW3-13)	Aspire T (TC705-3250W8)
Aspire Switch 12 (SWS-271)	Aspire T (TC605-4460F)
	Aspire T (TC705-4160F)
Acer Essential Notebook Series	Aspire T (TC705-3250F)
Aspire E (E3-112)	Aspire X (AX603-1900W8)
Aspire E (ES1-431)	Aspire X (XC705-4460W8D)
Aspire E (ES1-531)	Aspire X (XC705-4160W8D)
Aspire E (E5-411)	Aspire X (XC705-4460W8)
Aspire E (E5-471G)	Aspire X (XC705-4160W8)
Aspire E (E5-571G)	Acer All-in-One PC Series
Aspire E (E5-473G)	Aspire U (U5620-4210W8D)
Aspire E (E5-573G)	Aspire Z (Z3615-4160W8)
Acer Notebook & Ultrabook Series	Aspire Z (Z1611-2900W8)
Aspire V (V3-371)	Aspire Z (Z1601-2940W8)
Aspire V Nitro (VN7-591G)	Acer Windows Tablet Series
Aspire R13 (R7-371T)	Iconia Tab 8 W (W1-810)
Aspire R14 (R3-471TG)	Iconia Tab 8 W (W1-811)

Aspire S7 (S7-393-55208G12)	Acer Android Tablet Series
Aspire S7 (S7-393-75508G25)	Iconia One 8 (B1-810)
	Iconia Tab 8 (A1-840FHD)

4. Contest Specifics.

- 4.1. In order to participate in the Contest, you must purchase any Eligible Acer Product powered by Intel processor from selected authorized Acer retailers. For the list of selected authorized Acer retailers, please visit Facebook/AcerMalaysia.
- 4.2. The Eligible Acer Product must be purchased within the Contest Period, in which such date of purchase shall be indicated in the proof of purchase.
- 4.3. Subject always to Clause 4.5 and Clause 5 for every purchase of any Eligible Acer Product, you are entitled to one (1) entry to join the Contest.
- 4.4. Full contact details of the Why Not Win A Mazda3 Program Centre ("**Program Centre**") is as follows:
c/o Apostrophe Marketing Communications Sdn Bhd
36-1, Jalan PJU8/5B, Bandar Damansara Perdana,
47820 Petaling Jaya, Selangor Darul Ehsan,
Malaysia.
Contact person: Ms. Alicia | Tel: +603 7710 1312 | Fax: +603 7710 7312 | Email:
acer.mazda3@apostrophe.com.my
- 4.5. Contest Eligibility
 - 4.5.1. To qualify for the Contest, you will need to purchase any of the Eligible Acer Product powered by Intel processor, and submit the form following the steps in 4.5.2.
 - 4.5.2. Contest submission:
 - Step 1 Find and circle three (3) hidden words (Acer, Intel & Why Not) in the word puzzle in the Why Not Win A Mazda3 contest form.
 - Step 2 Fill in your personal particulars in the requisite contest form.
 - Step 3 Send the form via Facebook, fax or email with attachment, to the Program Centre.
- 4.6. The latest date and time of submission must be received by the Program Centre on the **11th October 2015, by 12:00PM.**
- 4.7. You must provide the requested personal information. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have a complete filled contest form, without proof of purchase, and/or have incomplete details in the proof of purchase (without purchase item, quantity, serial number, invoice number, or invoice date).
- 4.8. 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/prizes.

5. Prizes.

Contest Prizes

- 5.1. One (1) Grand Prize of a Mazda3 SKYACTIV CKD 2.0 Sedan (GL) (Metallic) worth RM109,341.
- 5.2. Four (4) 2nd Prizes of a branded 55" Full HD TV worth RM4,500 each.
- 5.3. Eight (8) 3rd Prizes of a GoPro Hero 4 Camera worth RM1,800 each.
- 5.4. Eighteen (18) Special Prizes of an Acer Iconia Tab 8 W worth RM529 each.
- 5.5. The retail price of the Mazda3 is:
 - 5.5.1. RM109,341.00 in the event the winner claims the price within Peninsular Malaysia.
 - 5.5.2. RM110,831.05 in the event the winner claims the price within East Malaysia.

6. How prize winners will be selected.

- 6.1. The prize winners will be shortlisted by Program Centre based upon total number of qualified contest entries received, divided by the number of contest prizes to be won. For example, if there are a total of 1,000 qualified contest entries, and there are 31 prizes to be given away, 1,000 divided by 31 is 32.26 which makes the 32nd entry for Grand Prize (taking the lower number), the 64th entry for first 2nd Prize (32x2), the 96th (32x3) entry for the second 2nd Prize, and so on. A qualified contest entry is an entry which meets the requirements in Clause 4, and correctly circled the three (3) hidden words in the word puzzle in the Why Not Win A Mazda3 contest form.
- 6.2. Once shortlisted, you will be contacted by the Program Centre to submit a copy of your purchase invoice/receipt for further verification. Upon successful verification, the Program Centre will notify you on being a prize winner.
- 6.3. If a winner is disqualified during the verification process, the qualified contest entry before the winning number shall be the next winner. For example, if the 32nd contest winner is disqualified, the 31st qualified contest entry will be the next winner.
- 6.4. Each winner is eligible to win only 1 (one) contest prize. Should a winner win more than 1 (one) prize, he/she shall only receive the contest prize of the higher value. The contest prize of the lower value shall then be given to the qualified contest entry before the original winner of the lower value contest prize. For example, if the 2nd Prize winner is also the winner for a Special Prize, then the qualified contest entry before that Special Prize winning number shall be the next winner.
- 6.5. The Organizer reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- 6.6. Decisions by the Organizer will be final and no appeals will be entertained.

7. How prize winners will be notified.

- 7.1. The eligible recipients of the contest prizes will be informed by phone or email by the Program Centre.

8. Claiming a prize.

- 8.1. Prize winners may be required to sign and return a Declaration and Release Form which, amongst other things, shall include releasing Acer, the sponsor of the prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest, and acceptance and/or use of the prize and confirms his/her compliance with the terms and conditions applicable to the prize.
- 8.2. Winners shall produce, upon collection of the respective prizes, the original purchase receipts as proof of purchase, failing which the prize may not be released to the winner.

8.3. Claiming a prize

Grand Prize, 2nd Prizes, and 3rd Prizes

8.3.1. The prizes will be awarded to the winners at a prize giving ceremony on a date to be determined by Acer.

8.3.2. All cost incurred by the winner (including but not limited to transportation, accommodation and meals) to be present at the prize giving ceremony is the sole responsibility of the winner.

Special Prizes

8.3.3. Within Klang Valley

All prizes must be self-collected, on the date and time notified to the winners, from the Program Centre.

8.3.4. Outside Klang Valley

All prizes must be self-collected, on the date and time notified to the winners, from Acer's branch office nearest to the winner's address as stated in the Why Not Win A Mazda3 contest form.

8.3.5. All cost incurred by the winner for the collection of the prize is the sole responsibility of the winner.

8.3.6. Prizes that are not collected within 1 month from the notification date will be forfeited without prior notice.

9. Contest forms.

9.1. Acer is not responsible for any printing or typographical errors in any materials or for registrations, contest forms or submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Contest. Proof of submission shall not constitute proof of receipt by Acer.

9.2. If any information provided on a contest form is found to be misleading or inaccurate, that entry shall be deemed invalid.

10. Goods as prizes. Where the prizes under the Contest are items/goods, they shall be subject to availability and may not be substituted for cash. Acer reserves the right to offer an alternative prize of equivalent monetary value, without prior notice. The value of the prizes are accurate at the time the marketing materials for the Contest are printed. Acer accepts no responsibility for any variation in the value of the prizes after that. If prizes 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.

11. Taxes, etc. 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.

12. Your Submission's fitness for publication. By entering the Contest, you expressly agree that your completed contest form does not contain any image or content that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that Acer may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, national origin or gender, or otherwise unfit for publication. Acer shall not be liable in any way for your completed contest form. Acer shall have no obligation to monitor your completed contest form, but may do so at its own discretion. If, Acer, in its sole and absolute discretion, considers your completed contest form inappropriate or unsuitable for publication, Acer may remove your redemption from the Contest.

13. You are prohibited from submitting to this Contest any images/photos/artwork/music for which you are not the sole and rightful owner. In the event that any third party alleges that any image/photo/artwork/music submitted by you infringes the copyright or other proprietary right of such third party, you shall indemnify Acer (and its affiliates) from and against any and all loss, damage, liability and costs resulting therefrom.

14. 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>.
15. Limitation of liability. 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 Contest.
16. Indemnity. 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 Contest, and/or your use of any prize.
17. Acer's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these Terms and Conditions, the decision of Acer on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained.
18. No cheating tolerated. 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 Contest. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of Acer's websites or the Contest sites (if any), attempting to disrupt any portion of the Contest, 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 CONTEST 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.

19. No waiver. Acer's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
20. Modification of these Terms and Conditions, etc. Acer may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
21. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
22. Severability. 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.

- 23. Laws.** The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest 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 Contest, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Contest. 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 Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Pertandingan 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.