

**TERMS & CONDITIONS FOR ACER & WINDOWS 10 PERFECT BALANCE PROMOTION (The  
“Promotion”)**

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

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

**2. Promotion Period and Submission Deadline:**

- Promotion Period (“**Promotion Period**”): 16<sup>th</sup> November 2015 to 31<sup>st</sup> December 2015.
- Submission Deadline: **15<sup>th</sup> January 2016 by 12:00PM**

**3. Eligibility.**

**3.1. General Eligibility Requirements**

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

**3.2. Not eligible**

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

**3.3. Eligible Products**

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

<b>Eligible Acer Product</b>	
<b>Acer Iconia Tablet &amp; Aspire Switch 2-in-1s Series</b>	Aspire ES15 (ES1-531-C40F)
Iconia Tab 8 W (W1-810-13FQ)	Aspire ES15 (ES1-531-C3A8)
Acer One 10 (S1002-17Y5)	Aspire One Cloudbook 14 (AO1-431-C2ZD)
Aspire Switch 10 E (SW3-013-187N)	Aspire R11 (R3-131T-P3BN)
Aspire Switch 11 V (SW5-173-66EG)	Aspire R14 (R3-471TG-55D5)
<b>Acer Aspire Series</b>	Aspire V Nitro (VN7-591G-78EL)
Aspire E11 (ES1-131-C1YS)	<b>Acer Aspire Revo Series</b>
Aspire E11 (ES1-131- C3R6)	Revo One (RL85_Pw5010U)
Aspire E14 (E5-474G-59PT)	Revo One (RL85_Pw5200U)
Aspire E14 (E5-474G-50UR)	<b>Acer TC Series</b>
Aspire E14 (E5-474G-53QG)	Aspire TC705 (ATC705-3260W10)
Aspire E14 (E5-473-POVT)	<b>Acer XC Series</b>
Aspire E14 (E5-473-P7YV)	Aspire XC703 (AXC703-2900W10)
Aspire E14 (E5-473-P8B1)	Aspire XC705 (AXC705-4170W10)
Aspire E14 (E5-473-31TG)	Aspire XC705 (AXC705-4170W10D)
Aspire E14 (E5-473-308T)	Aspire XC705 (AXC705-4460W10)
Aspire E15 (E5-522G-62Y9)	Aspire XC710 (AXC710-6400W10)
Aspire E15 (E5-552G-F4DA)	Aspire XC710 (AXC710-6400W10D)
Aspire E15 (E5-574G-54DV)	Aspire XC710 (AXC710-6700W10)

Aspire E15 (E5-574G-50W9)	Aspire XC710 (AXC710-6700W10D)
Aspire E15 (E5-574G-52UX)	<b>Acer Z Series</b>
Aspire E15 (E5-574G-7414)	Aspire Z1601 (AZ1601-2940W10)
Aspire E15 (E5-574G-706Z)	Aspire Z1611 (AZ1611-2900W10)
Aspire ES14 (ES1-431-C67E)	Aspire Z1623 (AZ1623-4005W10)
	Aspire Z1623 (AZ1623-4005W10D)

#### 4. Promotion Specifics.

- 4.1. In order to participate in the Promotion, you must purchase any Eligible Acer Product pre-loaded with Windows 10 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 Promotion 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) Lazada Voucher worth RM100.00 (Ringgit Malaysia One Hundred) to be used on the Lazada website (<http://www.lazada.com.my>).
- 4.4. Full contact details of the Acer & Windows 10 Perfect Balance 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. Amanda | Tel: +603 7710 1312 | Fax: +603 7710 7312 | Email: acer.perfect@apostrophe.com.my

#### 4.5. Promotion Eligibility

- 4.5.1. To qualify for the redemption of the abovementioned one (1) Lazada Voucher worth RM100.00 (Ringgit Malaysia One Hundred), you will need to purchase any of the Eligible Acer Product pre-loaded with Windows 10, and submit the form following the steps in 4.5.2.

#### 4.5.2. Submission via:

##### Facebook:

- Step 1 Go to <https://www.facebook.com/AcerMalaysia>.
- Step 2 Like the page, click on the “TAB” section.
- Step 3 Fill in all the required details, and attach a picture of the purchase invoice.
- Step 4 Click Send.

**OR**

##### MMS:

- Step 1 Type the following:  
ACER<space>Full Name<space>Email Address<space>Invoice  
Number<space>Product Purchased<space>Product Serial Number  
*eg: Acer Lim Ah Meng lam@hotmail.com A12345 E5-473G  
NXMXJSM01153003B888888*
- Step 2 Attach a picture of the purchase invoice to the MMS.
- Step 3 Send to 010-2949183

**OR**

Whatsapp:

Send the following details to 010-2949183:

Step 1 Provide these details:

Full Name	Product Purchased
Email Address	Product Serial Number
Invoice Number	

Step 2 A picture of the purchase invoice.

4.5.3. The redemption in Clause 4.5.1 is limited to the first **500** eligible submissions. Redemptions will be based on first-come-first-served basis and while stocks last.

4.5.4. Each MMS sent will be subjected to a standard fee charged by the sender's telecommunications service provider.

4.6. All submissions must be received by the Program Centre by **12:00PM** on **15<sup>th</sup> January 2016**.

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 redemption 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.

**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 pre-loaded with Windows 10	One (1) Lazada Voucher worth RM100.00 (Ringgit Malaysia One Hundred)

5.3. The Lazada Voucher as abovementioned shall be provided to you in the form of a promotion code to be used on the Lazada website (<http://www.lazada.com.my>).

5.4. The Lazada Voucher Terms & Conditions:

5.4.1. Discount is applicable until 31<sup>st</sup> March 2016.

5.4.2. The discount is not valid in conjunction with any other offer, discount or promotions. Products exclusion may apply.

5.4.3. No minimum purchase is required for this promotion.

5.4.4. Discount is applicable for 1 time redemption only. Log on to your Lazada account to redeem discount.

5.4.5. No cash alternatives or refund will be offered in lieu of Promotion entitlement. Discount cannot be combined and accumulated.

5.4.6. LAZADA reserves the right to alter, cancel, terminate or suspend the Promotion or any part thereof or any part of the applicable terms and condition from time to time, with or without any prior notice.

**6. How gifts will be notified.**

6.1. The eligible recipients of the gifts will be informed by phone or email by the Program Centre.

**7. Claiming a gift.**

- 7.1. 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 promotion, and acceptance and/or use of the gifts and confirms his/her compliance with the terms and conditions applicable to the gifts.
  - 7.2. The Lazada Voucher with the promotion code will be sent to the email address provided by you.
- 8. Redemption forms.**
- 8.1. Acer is not responsible for any printing or typographical errors in any materials or for registrations, redemption 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 Promotion. Proof of submission shall not constitute proof of receipt by Acer.
  - 8.2. If any information provided on a redemption form is found to be misleading or inaccurate, that entry shall be deemed invalid.
9. 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 Promotion 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.
  10. 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.
  11. By entering the Promotion, you expressly agree that your completed redemption 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 redemption form. Acer shall have no obligation to monitor your completed redemption form, but may do so at its own discretion. If, Acer, in its sole and absolute discretion, considers your completed redemption form inappropriate or unsuitable for publication, Acer may remove your redemption from the Promotion.
  12. You are prohibited from submitting to this Promotion 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.
  13. 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>.

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

18. Acer's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
19. Acer may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
20. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
21. 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.
22. The Promotion and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion 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 Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. 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](mailto:privacy_officer@acer.com).

## **NOTIS PRIVASI**

Data peribadi yang anda beri kepada Acer menurut Promosi ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi 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 mengehadkan pemprosesan kami, sila berhubung dengan Acer di [privacy\\_officer@acer.com](mailto:privacy_officer@acer.com).