

Game on you, food on us - Terms and Conditions

From 12th November – 31st December, 2019 (GMT + 00:00), participants (“You, “Your”, as applicable) may enroll in the MSI “Games on you, food on us” promotion (“Event”) – while supplies last. To enter, You must complete the following steps:

MSI Reward:

- This Event only applies to the United Kingdom and her residents
- Purchase one (1) or more eligible MSI product(s) from participating MSI partners and register your product in MSI Member Center. You will need to sign up for a new MSI Member account at <https://register.msi.com/home/login> if You have not previously registered.
- You may register more than one (1) eligible product to receive more redemption items while supplies last. Go to the product registration page and register your eligible product by selecting the product line and the “Games on you, food on us” promotion. All registration and redemption must be completed no later than 7th January, 2020.
- Eligible MSI products and redemption items:

Category	Eligible models	Redemption Item Deliveroo Gift cards value
Graphics card	GeForce RTX 2080 SUPER GAMING X TRIO	£40
Graphics card	GeForce RTX 2070 SUPER GAMING X TRIO	£30
Graphics card	GeForce RTX 2070 SUPER GAMING X	£30
Graphics card	GeForce RTX 2060 SUPER GAMING X	£20
Graphics card	Radeon RX 5700 XT GAMING X	£20
Graphics card	Radeon RX 5700 GAMING X	£20
Gaming gear	Vigor GK60 CR UK Gaming keyboard	£10
Gaming gear	Immerse GH50 Gaming headset	£10
Gaming gear	Clutch GM50 Gaming mouse	£5

- Provide a copy of your proof of purchase for MSI verification. Documentation must show the product model name label, invoice date, and shop/vendor name. The invoice date must be between 12th November – 31st December, 2019.
- Agree to the Event Terms and Conditions and await MSI review which may take up to 14 business days. If MSI determines You meet all eligibility criteria, the redemption item - Deliveroo gift card ("Gift Cards") - promo code will be directly sent to Your registered email address.
- Incomplete registration information or missing delivery address may be grounds to disqualify participant from this Event. MSI reserves the right to verify, approve, or deny submissions in its sole discretion.
- If the registered MSI product is being returned or refunded, applicants must notify MSI in writing, and the promotion application will be withdrawn automatically without further

notice. For any Gift Cards that have been received by the participant from MSI in relation to the purchase, MSI reserves the right to ask the participant for its return.

- Gift Cards terms and conditions are separately governed by Roofoods Ltd. Terms and Conditions as set forth below and are in addition to the MSI Event terms and conditions.

Deliveroo Gift Card Terms and Conditions:

- Gift Cards are issued by Roofoods Ltd (Roofoods), an English entity. When you receive or redeem a Gift Card, you agree that the laws of England and Wales will govern these Gift Card terms and conditions. Roofoods reserves the right to change these terms and conditions from time to time in their discretion. Notices of changes to these terms and conditions will be made available on the Deliveroo website. All terms and conditions are applicable to the extent permitted by law.
- Deliveroo Gift Cards may only be redeemed toward the purchase of Meals from Deliveroo's service ("Meal(s)"). To redeem the credit loaded on your Gift Card, enter the unique promo code on the Gift Card at the checkout when you order your next Meal and your Deliveroo account will be credited with the amount loaded on your Gift Card ("Credit").
- You may use your Credit to order multiple Meals from Roofoods' s service (i.e. your Credit is not limited to one order). If a purchase of any Meal exceeds your Credit, the remaining amount of your order must be paid with another payment method acceptable to Roofoods. If a purchase of any Meal is less than your Credit, the balance of your Credit will remain loaded to your account for future purchases. To view your Credit balance, visit your Deliveroo account. No fees apply to Gift Cards.
- You must redeem your Gift Card on or prior to 11th November 2020, the Gift Card expiration date ("Gift Card Expiry Date"). Any Credit not redeemed by the Gift Card Expiry Date will expire and you will be unable to use that Credit to purchase Meals from our service or load that Credit to your Deliveroo account.
- Gift Cards cannot be used to purchase other Deliveroo Gift Cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash, except to the extent required by law. Unused Credit loaded to a Deliveroo account may not be transferred to another Deliveroo account.
- Gift Cards cannot be replaced if lost, stolen or damaged. The risk of loss and title for Gift Cards passes to the purchaser upon delivery of the Gift Cards to the purchaser. Deliveroo is not responsible if any Gift Card is lost, stolen, destroyed or used without your permission.
- If you are having issues activating your Gift Card, contact the Deliveroo Customer Support Team at corporatesupport@deliveroo.co.uk.
- Deliveroo has the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on our Service.
- Deliveroo make no warranties, express or implied, with respect to Gift Cards, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event a Gift Card is non-functional, your sole remedy, and Deliveroo sole liability, will be the replacement of such Gift Card. if applicable law does not allow limitations on implied warranties or the exclusion or limitation of certain damages, some or all the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

- Privacy policy: Deliveroo has a privacy policy (<https://deliveroo.co.uk/privacy>), which applies to the extent Deliveroo may collect or handle any personal information in connection with the Gift Cards.

Additional Rewards:

- Publish a product review for one of Your registered eligible MSI product on the e-tailer website where You purchased the product. A participant may only submit one (1) review per eligible product purchased.
- Provide links to Your review on MSI's Shout Out website, located at: <https://uk.msi.com/Landing/join-shout-out-for-msi/>. All postings must be done in the period which announced in MSI's Shout Out website.
- Each participant that properly submits a review will receive a basic prize, and may further be eligible to enroll in a random draw for the draw prize.
- Each eligible draw prize participant will be enrolled in the draw only once, regardless of the number of eligible products purchased or reviews provided. MSI will randomly pick winners from the draw pool on draw date. MSI will send email notifications to each winner to verify delivery information such as address and phone numbers. If a winner does not respond to MSI's email within seven (7) days, or does not provide us with the required delivery and verification information, the prize shall be redeem forfeited. A new winner will be randomly selected. MSI shall have sole discretion in determining such matters.
- All the pictures are shown for illustrative purpose only. Actual items may vary. Participants must be at least 18 years old. Void where prohibited or restricted by law.
- For eligible MSI products, basic and draw prizes, please visit: <https://uk.msi.com/Landing/join-shout-out-for-msi/>
- Prizes may vary by region.

PRIVACY POLICY:

We may ask You for information during the Event enrolment and product registration process that may, as applicable, include without limitation Your email, name, product serial number, redemption code, purchase information, and other voluntary information You provide. In addition, we may indirectly gather information from you via cookies or website embedded analytics. 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(s) can be sent to You, to store registered product data for as long as an ongoing relationship exists between us (eg. When You use our services such as warranty, eDM notices, etc.), and to use solely for internal market studies for developing better products and services. 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.

EDM SUBSCRIPTION:

You may be asked to join MSI's eDM emailing list to receive MSI product news or service updates. If you do not want to subscribe to this list, please do not check the subscribe or similarly titled check box.

PARTICIPANT LICENSE:

For any material You may provide to us for this Event, including without limitations, pictures, videos, reviews, content, comment, 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, sublicensable 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.

PARTICIPANT REPRESENTATION AND WARRANTIES:

laws in enrolling in You hereby represent and warrant that:

- The information You have provided is accurate and true;
- 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;
- 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
- You have complied with all applicable this Event.

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

PARTICIPANT ACKNOWLEDGEMENT AND CONSENT

You hereby acknowledge and agree that:

- MSI reserves the sole and discretionary right:
 - 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 enrolment or product registration is incomplete, b) if Event eligibility requirements such as applicable product line or regional restrictions are not met; c) if the provided documents are forged, fraudulent, or void; d) if automated codes, scripts, plugins or other means were used to enter or complete Event enrolment; e) if participant does not have the legal capacity to enroll in this Event, or f) if criminal or illegal acts are committed or allegedly committed to enroll in this Event;
 - to replace the promotional item with items of similar value without prior notice;
 - to vary, delete or add to any of these terms and conditions without prior notice;
- MSI is not liable and assumes no liability to any person for any loss, dissatisfaction, or damage arising from the promotional item, and uses thereof. Winners shall not make any claims against MSI;

- 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 eventuality, the winner unconditionally waives his/her right to the promotional item and any associated compensation.

MSI WARRANTIES EXCLUSION:

MSI PROMOTIONAL ITEM(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.

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.

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