

## TERIMA KASIH MALAYSIANS - 6 YEARS' READERS' CHOICE FROM PC MAG

### TERMS & CONDITIONS

#### **Eligibility:**

The "ASUS 6 YEARS READERS' CHOICE CASH BACK CELEBRATION REWARDS PROMOTION 2017" is organized by ASUSTek Computer Malaysia Sdn Bhd ("Organizer") and is governed by these terms and conditions and any subsequent or additional accompanying contest details (if any) provided by ASUS as well as all applicable Terms and Conditions including but not limited to ASUS's Privacy Statement, Data Protection Obligations and Fair Use Policy found on ASUS's website (collectively, "Terms").

Each contestant (including but not limited to Eligible Contestants, Ineligible Contestants, Potential Winners and Contest Winners) agrees that he/she read and understood the Terms and by his or her participation in the contest, each contestant agrees to be bound by these Terms.

1. The Promotion is open to all residents of Malaysia aged eighteen (18) years and above as of 1 August 2017 or older when they purchase any ASUS Malaysia Networking Products with RM 200 and above on a single receipt at selected dealers nationwide during promotion period, except for the following:
  - Employees of ASUSTek (including its affiliated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses);
  - Representatives, employees, servants and/or agents of advertising and/or promotion service providers and/or associated companies of ASUSTek (including its affiliated and related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

Failure to comply this requirement, ASUSTek shall have the right to cancel the entry and/or forfeit the Prize as the case may be.

2. Individuals, groups, organizations and company entries are eligible to participate in the contest.
3. Each participant is entitled for 1 entry by purchasing 1 unit of ASUS Malaysia Networking Product cost RM 200 and above.

E.g: Participant bought 2 routers that each worth RM 200 and above will be entitled for 2 entries.

Another e.g: Participant bought 1 router worth RM 2,000 and above will be entitled for 1 entry only.

4. For the purpose of this contest, the following models are individually referred to as “ASUS Networking Products”, e.g: Router, Router Modem, PCIE WIFI Card, USB Adapter, Switch, and Range Extender.

**Promotion Period and Submission Deadline:**

1. Contest Period (“Contest Period”): 1<sup>st</sup> August to 31<sup>st</sup> October 2017. Both dates inclusive.
2. Submission Deadline: 31<sup>st</sup> October 2017 by 11:59PM. The Organizers reserve the right to, at any time, amend or extend the duration of the Promotion Period as it deems fit.

**Qualifying Mechanics:**

1. To participate in the contest, contestants must purchase ASUS Malaysia Networking Product with value of RM 200 and above on a single original receipt.
2. Eligible ASUS Malaysia Networking Product from selected authorized ASUS retailers in Malaysia only. Imported units of ASUS Networking Products are not eligible for this contest.
3. The contestants are only entitled to join the contest by purchasing Eligible ASUS Malaysia Networking Product between 1<sup>st</sup> August to 31<sup>st</sup> October 2017 at authorized ASUS retailers in Malaysia as indicated in the *proof of purchase*.

**Prizes:**

Prizes	No. of Winners
<b>Grand Prize: RM 600 Cash Back</b>	<b>6</b>
<b>Second Prize: RM 300 Cash Back</b>	<b>60</b>
<b>Third Prize: RM 60 Cash Back</b>	<b>600</b>

## **Submission of Entries:**

### **Step 1**

Purchase any ASUS Malaysia Networking Product (Models with value of RM 200 and above) at selected stores of authorized dealers for entry of contest from 1<sup>st</sup> August to 31<sup>st</sup> October 2017.

### **Step 2**

Log on to <http://asus-terimakasihmy.com/> and click “**JOIN NOW**” to fill up required particulars on redemption form in order to participate in the contest.

### **Step 3**

Answer 2 simple questions & describe ASUS Malaysia in 3 words. Then upload copy of an original tax invoice and click “**SUBMIT**”.

1. Why did you choose ASUS Networking Products? Share with us.
  
2. How many years did ASUS Networking Products win the Readers’ Choice Award? Kindly select one answer from the options below.
  - A. 4 years**
  - B. 5 consecutive years**
  - C. 6 years**
  - D. 6 consecutive years**

### **Step 4**

Participants with most creative 3 words to describe ASUS Malaysia win. Winners to be selected by ASUS Malaysia.

### **Step 5**

Final winner list with prizes will be announced by ASUS Malaysia during the end of campaign.

2. **Important Notice:** Eligible Participants are required to retain the original receipt of purchase with GST tax number, serial number, and date within promotion period indicated as *proof of purchase* of the transaction as it is required for redemption of prizes. Hand written invoice not eligible for participation of this contest. Any receipt duplication will not be entertained and the prizes will be forfeited if the receipt is not original.

3. The contest submissions must be received by the authorized agency on the 31<sup>st</sup> October, 2017 by 11:59PM.
4. Contestants 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 completely filled redemption form or have incomplete particulars in the form will be rejected.
5. If any information provided on the form is found to be misleading or inaccurate, that entry shall be deemed invalid.
6. The contest will be awarded to selected winners who have completed their full registration to join the contest during the campaign period. (For new ASUS Networking product purchasers only)
7. Details which consist of personal data provided by contestants may be used by ASUS Malaysia for the following purposes:-
  - The processing of contestants;
  - The operations and process in this contest;
  - Updating records about the contestants;
  - Market research, statistical analysis and surveys with the aim of improving ASUS Malaysia products and services;
  - Advertising and promotion purposes;
  - For any purposes required by law or regulation.
8. In providing their telephone, e-mail address, or other contact methods, contestants are agreeing that the Organizer and/or its agents and/or its 3rd party service providers may contact them by telephone, e-mail, or other such method. Other than those individuals and entities mentioned above, or as informed from time to time, personal data will not be revealed by the Organizer to any other outsiders, unless the Organizer has acquired permission to do so.

**Selection of Winners:**

1. A total of Six Hundred and Sixty-Six (666) winners will be selected to win the said prizes.
2. Winners are determined by the selection of its creativity of the contest question; up to a maximum of Six Hundred and Sixty-Six (666) winners during the contest period. The draw results are final.

3. Winners will be selected and posted on ASUS Official Website bi-weekly during promotion period. Details of the final winners will also be available at the end of the campaign at ASUS Malaysia's Facebook page, and <http://asus-terimakasihmy.com/>
4. If a winner is disqualified during the verification process, the Organizer has the right to choose the next contestant (667<sup>th</sup>) as the replacement winner.
5. The Organizer reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest for any reason whatsoever. Decisions by the Organizer will be final and no appeals will be entertained.
6. Only winners will be notified by the Organizer. The eligible contest winners will be informed by announcement published on ASUS Website and ASUS Malaysia Facebook page. Winners will receive announcement via e-mail by ASUS Malaysia's authorized agency.
7. Prizes to be redeemed via bank transaction. Qualified winners will be notified by e-mail along with payment slip as proof of payment sent by ASUS Malaysia's authorized agency.
8. IMPORTANT NOTE: Any e-mail sent to the Winners of this Promotion will not contain any request to disclose financial, credit card or bank account details. If in doubt, please contact our Customer Service and Technical Support at 1300 88 3495.
9. Eligibility for the contest is transferable only with the consent of the Organizers, provided always that the Organizers shall have sole and absolute discretion to allow or disallow such transfers. If the selected contestants, due to unavoidable reason requests for such transfer, he/she shall via e-mail, notify the Organizers not later than one (1) working day.
10. In the event that such a transfer is allowed, the Organizer may request an authorization/consent letter from the selected contestants pertaining to such transfer.

**General:**

1. ASUS Malaysia & the Organizer is not responsible for any printing or typographical errors in any materials or for registrations, redemption/lucky draw 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 ASUS Malaysia.

2. Contestants Submission's fitness for publication. By entering the Contest, contestants expressly agree that the 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 ASUS Malaysia 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. ASUS Malaysia shall not be liable in any way for the completed redemption form. ASUS Malaysia shall have no obligation to monitor the completed redemption form, but may do so at its own discretion. If, ASUS Malaysia, in its sole and absolute discretion, considers the completed redemption form inappropriate or unsuitable for publication, ASUS Malaysia may remove the redemption from the Contest.
3. Contestants are prohibited from submitting to this Contest any images/photos/artwork/music for which they are not the sole and rightful owner. In the event that any third party alleges that any image/photo/artwork/music submitted infringes the copyright or other proprietary right of such third party, contestants shall indemnify ASUS Malaysia (and its affiliates) from and against any and all loss, damage, liability and costs resulting therefrom. All entries become the property of ASUS Malaysia. Personal details of the contestants collected by ASUS Malaysia may also be used for marketing purposes. However, such personal details will be dealt with in accordance with ASUS Malaysia's privacy policy. Further information on ASUS Malaysia's privacy policy can be obtained from [https://www.asus.com/my/Terms\\_of\\_Use\\_Notice\\_Privacy\\_Policy/Privacy\\_Policy](https://www.asus.com/my/Terms_of_Use_Notice_Privacy_Policy/Privacy_Policy)
4. Limitation of liability. To the maximum extent permitted by law, ASUS Malaysia 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 their participation in the Contest.
5. Indemnity. To the maximum extent permitted by law, contestants undertake to indemnify and keep ASUS Malaysia 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 their breach of any of these Terms and Conditions and/or arising from their participation in the Contest, and/or their use of any gift/prize.
6. No cheating tolerated. Contestants acknowledge and agree that no form of cheating will be tolerated. If found cheating, as determined in the sole and absolute discretion of ASUS Malaysia, contestants 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 websites (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 ASUS Malaysia'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 their Personal Information, or tampering with the redemption process.

7. No waiver. ASUS Malaysia's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
8. Modification of these Terms and Conditions, etc. ASUS Malaysia reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions without prior notice.
9. 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.
10. 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.
11. Laws. The Promotion 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 provided to ASUS Malaysia pursuant to this Contest, including without limitation contestants' name, IC number and address, will be processed and are required to administer their participation in the Promotion. Entries submitted without the personal data required will be discarded. ASUS Malaysia may also use the personal data to communicate about its products and services, update them on new services and benefits, provide personalized promotional offers and allow contestants to partake in contests and surveys. In this regard, their personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia.
12. These Terms and Conditions are governed by Malaysian law. These Terms & Conditions for the Contest is made available on ASUS Malaysia Website. <http://asus-terimakasihmy.com/>

## **Privacy Notice**

1. Your personal data, including without limitation to the personal data obtained from you directly when you provide us with personal information, e.g. when you register for our contests, end-user promotions, social media / ASUS Malaysia forums, events, and/or roadshows, and/or any further updates provided to us by you in relation to your personal information (“Personal Data”), is processed for the purposes of administering your participation in our contests, end-user promotions, social media / ASUS Malaysia forums, events and/or roadshows, to communicate with you about our products and/or services, to update you on any new services and benefits, to provide personalized promotional offers to you, and/or to allow you to participate in our customer feedback and/or satisfaction surveys (collectively, “Purpose”).
2. Your Personal Data may be disclosed to third parties, such as to other ASUS Malaysia entities worldwide, our service providers, suppliers and/or affiliates, which may or may not be located outside Malaysia, for reasons relating to the Purpose.
3. Any failure by the Eligible Participant to disclose the personal data required may result in disqualification from the Promotion.