

## **The Acer Predator Gaming and Steam Voucher Promotion - TERMS & CONDITIONS**

### **Clause 1. General provisions**

1. This Promotion is being promoted by Acer Africa (Pty) Ltd (the “Organiser”). Each person who participates the promotion agrees to abide by these terms and conditions.
2. These terms and conditions (hereinafter the Terms and Conditions) specify the rules for participating in the Promotion organised by the Organiser and contain conditions for participation that the Participant accepts by participating in the Promotion.

### **Clause 2. Rules of Promotion**

1. The Promotion is open to residents of South Africa except for employees of Acer, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities. Only one entry will be accepted per person. Your participation in the Promotion is void where prohibited or restricted by the applicable laws.
3. The Promotion commences on 1 June 2024 and ends on 31 March 2025 at 11:59 pm CET or when the prize pool is exhausted. This period shall be hereinafter referred to as the Duration of the Promotion.
4. The conditions for participating in the Promotion are as follows:
  - a. The Promotion is exclusively applicable to products purchased from Incredible Connection, Takealot, ShopAcer & Computer Mania in South Africa. Purchases made through other retailers or channels are not eligible for this promotion.
  - b. Purchase of products, specified in Clause 4 hereof, by the Participant during the Duration of the Promotion in SA land-based and online from participating retailers
  - c. within 14 calendar days from the date of purchase, by adding a scanned image/photo of the proof of purchase together with a serial number from the laptop packaging, notification of forename and surname, email address, telephone no. and shipping address in the application available at <http://za-offers.acer.com>. The proof of purchase that is uploaded must clearly display the date of purchase. If it does not, the participant will be asked to reupload this with the date visible.
5. By virtue of participation in the Promotion, the Participants shall not be entitled to obtain any reimbursement of costs or any other expenses incurred by the Participants.
6. The act of participation in the Promotion shall be understood as the Participant’s acceptance of these Terms and Conditions in full and commitment to comply with them. By participating

in the Promotion, the Participant also confirms his/her compliance with all conditions that entitle him/her to participate in the Promotion.

7. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
8. The promotion is as stated and no cash or other alternatives will be offered. The promotion is not transferable and is not redeemable for cash or credit, in whole or in part. The participant shall be responsible for any tax liability incurred through participating in the Promotion and receiving their prize. The Organiser is not responsible for fraudulent calls or emails made to entrants by third parties.

### Clause 3. Prizes

1. A voucher for use on the Steam webstore (store.steampowered.com) worth up to R1000 depending on the device purchased. See table below for reference

Nitro Notebook Part Number	Device Model	Voucher value
NH.QNDEA.001; NH.QNCEA.001; NH.QNDEA.003; NH.QNBEA.003; NH.QNBEA.001	ANV15-51	R500 Steam Voucher
NH.QP0EA.001; NH.QP1EA.002	ANV16-41	R500 Steam Voucher
NH.QPAEA.001	AN17-42	R500 Steam Voucher
Predator Notebook Part Number	Device Model	Voucher value
NH.QLVEA.002; NH.QLTEA.001; NH.QLUEA.003; NH.QLUEA.009	PHN16-71	R1000 Steam Voucher
NH.QNNEA.001; NH.QNNEA.003; NH.QQUEA.002	PHN16-72	R1000 Steam Voucher
NH.QP5EA.002	PH18-72	R1000 Steam Voucher
Predator Gadget Part Number	Device Model	Voucher value
DP.Z35WW.P01	Arc A750	R500 Steam Voucher

2. The Participant may obtain a prize if he/she purchases one of the products set forth in Clause 5 hereof in one of the (land-based or online) stores indicated therein:
  - a. Incredible
  - b. Takealot
  - c. ShopAcer
  - d. Computer Mania

and makes a notification of such purchase with the use of application available at [za-offers.acer.com](http://za-offers.acer.com) as stipulated in Clause 2.4, (b) hereof.

3. The prizes shall be awarded according to the chronological order of notifications received until the pool of prizes is exhausted. Information that the pool of prizes has been exhausted shall be available at [za-offers.acer.com](http://za-offers.acer.com), Predator Gaming's fan-page on Facebook and in stores participating in the Promotion.
4. The Organiser reserves the right to cancel or amend the Promotion and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Organiser's control. Such change shall be effective immediately upon posting to this webpage.
5. One person may notify of a purchase of more than one device. Multiple entries from the same person for the purchase of the same device will be disqualified.
6. The Organiser is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this Promotion.
7. Except where prohibited by law, participation in the Promotion constitutes the winner's consent to the Organiser's use of his/her Instagram username on an Instagram post where the winner is announced, as well as their entry in full. Any personal data relating to the winner or any other entrants will be used solely in conjunction with the Promotion and all information will be subject to the Organiser's Privacy Policy (available at: <https://go.acer.com/privacy>) and will not be disclosed to a third party without the entrant's prior consent.
8. Except where prohibited by law, as a condition of participating in this promotion, entrant agrees that any and all disputes arising out of or connected with this promotion, or any prizes awarded, shall be resolved individually and exclusively under the courts of South Africa. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these terms and conditions, or the rights and obligations of entrant and the Organiser in connection with this Promotion, shall be governed by, and construed in accordance with, the South African law. The courts of the South Africa shall have exclusive jurisdiction over any disputes arising out of or in connection with this Promotion.

#### Clause 4. List of Products

1. The following products purchased during the Promotion in land-based or online stores shall be covered by the Promotion:

<b>Nitro Notebook Part Number</b>	<b>Device Model</b>
NH.QNDEA.001; NH.QNCEA.001; NH.QNDEA.003; NH.QNBEA.003; NH.QNBEA.001	ANV15-51
NH.QP0EA.001; NH.QP1EA.002	ANV16-41
NH.QPAEA.001	AN17-42
<b>Predator Notebook Part Number</b>	<b>Device Model</b>
NH.QLVEA.002; NH.QLTEA.001; NH.QLUEA.003; NH.QLUEA.009	PHN16-71
NH.QNNEA.001; NH.QNNEA.003; NH.QQUEA.002	PHN16-72
NH.QP5EA.002	PH18-72
<b>Predator Gadget Part Number</b>	<b>Device Model</b>
DP.Z35WW.P01	Arc A750

#### Clause 5. Personal data

1. The Participants shall be able to participate in the Promotion only if they give consent to the processing of their personal data for the purposes connected with the conducting of the Promotion. Giving consent is voluntary, however, failure to do so shall exclude the possibility of participating in the Promotion.
2. The Controller collects the following types of personal data:
  - a. Forename and surname or company name.
  - b. Email address.
  - c. Telephone no.
  - d. Data referring to purchased products.
3. The Organiser is the Controller of Participant's personal data.
4. The Organiser shall process the Participants' personal data on the basis of granted consent for the purposes of: (I) conducting the Promotion, (II) delivering prizes, (III) collecting participants' opinions about the conducted Promotion, (IV) sending information connected with the Promotion by email or regular post.

5. The Participant has the right to withdraw his or her consent at any time. The withdrawal of such consent shall not affect the lawfulness of processing based on consent before its withdrawal.
6. The Controller shall process personal data until the Promotion is over and all claims resulting from the Promotion become time-barred.
7. The Participant has the right to request from the Controller access to and rectification or erasure of personal data or restriction of processing of such personal data. The Participant has also the right to request data portability.
8. The Participant shall have the right to object to the processing of personal data by the Controller.
9. The Controller does not make decisions solely in an automated manner or use personal data for profiling.
10. Personal data is not transferred outside the South African Economic Area.
11. The Organiser shall have the right to submit Participants' personal data to service providers that cooperate with the Organiser in the conducting of the Promotion solely for the purposes of processing such personal data to the extent set forth in this Clause. 12. The Organiser shall not share personal data to third parties for marketing purposes.

#### **Clause 6. Final provisions**

1. By entering this Promotion, an entrant is indicating his/her agreement to be bound by these terms and conditions and agrees that the Organiser may collect their personal information and that if the required information cannot be obtained, that entrant may not be eligible.
2. The Participant who does not comply with the conditions stipulated herein shall not be entitled to a prize.
3. The Organiser shall not be liable for the Participant's incorrect indication of his/her address for correspondence, which shall make the shipment of his/her prize impossible. In such situation, the Organiser shall contact the Participant in order to obtain such Participant's correct address and if it is not possible on grounds of incorrect contact details or no response from the Participant, such prize will return to the pool.
4. The decision of the Organiser regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it
5. The Privacy Policy detailing the rules for personal data protection by the Organiser shall constitute an integral part hereof.
6. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social networks.

7. Furthermore, entrants agree not to publish content that violates legal regulations or third-party rights. The Organiser reserves the right to delete comments as the situation requires. This is especially true for comments that include:
  - Degrading, abusive, insulting, radical, violent language
  - Spam, advertising
  - Infringement of trademark or copyright
8. The Organiser reserves the right in its sole discretion to block users who do not comply with these rules or to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these terms and conditions.