

## **The ACER WINDOWS 11 CAMPAIGN - TERMS & CONDITIONS**

These terms and conditions specify the rules, extent and conditions for participating in the “The Windows 11 Aspire 14 AI and Swift 14 AI Promotion” at <https://za-offers.acer.com/> (hereinafter the Promotion).

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

1. The Promotion is organised by Tomasz Węc conducting his business activity under the name of WĘC PR Tomasz Węc, with a registered office at the following address: ul. Jasnogórska 151, 31-358 Cracow, Poland NIP (Tax Identification Number): 8733051374, REGON (Official National Business Register Number): 121841510, hereinafter referred to as the Organiser who acts for Acer Africa (Pty), the Sponsor of prizes.

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. Only South Africa residents who are over the age of 18 and with full legal capacity may participate in the Promotion.
2. No employees or representatives of the Organiser and the Sponsor, or their closest relatives, may participate in the Promotion. Closest relatives shall be understood as: ascendants, descendants, siblings, spouses and life partners.
3. The Promotion commences on 20<sup>th</sup> October 2025 and ends on 31<sup>st</sup> December 2025 at 11:59 pm South Africa Standard Time, 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. purchase of products, specified in Clause 5 hereof, by the Participant during the Duration of the Promotion in South Africa land-based and online from participating retailers
  - b. 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 physically cut out with the use of scissors from the laptop packaging, notification of forename and surname, email address, telephone no. and shipping address in the application available at <http://zaoffers.acer.com>
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. **Clause 3. Prizes**

1. A Prize of a 3 year extended warranty worth up to R999. See table below for reference

<b>Notebook Part Number</b>	<b>Device Model</b>	<b>Prize Value (R999)</b>
NX.J2KEA.004	<b>Acer Swift Ai 14 SFL14-51</b>	3 year extended warranty
NX.J8LEA.002	<b>Acer Aspire 14 AI A14-52M-78D5</b>	3 year extended warranty

Extended Warranty details:

- Extends Acer Aspire & Swift, a notebooks with Standard 1 year carry in warranty to 3 Year Carry In Warranty.
  - This warranty extension is only applicable to new Laptops - Extended Warranty must be purchased within 30 days of purchasing a new laptop.
  - The new laptop should also be registered for warranty on the Acer site by a customer
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. Computer Mania
  - b. Takealot

and makes a notification of such purchase with the use of application available at [zaoffers.acer.com](http://zaoffers.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), Acer's fan-page on Facebook and in stores participating in the Promotion.
4. The Organiser shall send the awarded Prize within 30 business days from the date of making a proper notification according to Clause 2.4(b), = hereof.
5. The Organiser excludes the possibility of paying financial equivalent for any of the Prizes or exchanging them for different ones.
6. 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.

7. 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.
8. The Organiser is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this Promotion.
9. 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:

Notebook Part Number	Device Model	Prize Value (R3,999)
NX.J2KEA.004	<b>Acer Swift Ai 14 SFL14-51</b>	3 year extended warranty
NX.J8LEA.002	<b>Acer Aspire 14 AI A14-52M-78D5</b>	3 year extended warranty

## **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 European or 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.
13. The detailed extent of personal data protection and the Participants' rights are set forth in the Privacy Policy constituting an attachment hereto.

## **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. Furthermore, entrants agree not to publish content that violates legal regulations or thirdparty 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
7. 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.

## **PRIVACY POLICY I. GENERAL PROVISIONS**

1. The controller of personal data obtained from the Participants of Promotion called "The Windows 11 Aspire 14 AI and Swift 14 AI Promotion" shall be Tomasz Węc conducting his business activity under the following name: WĘC PR Tomasz Węc, with its registered office at the following address: ul. Jasnogórska 151, 31-358 Cracow, NIP (Tax Identification Number): 8733051374, REGON (Official National

Business Register Number): 121841510, hereinafter referred to as the “Controller”.

2. Personal data shall be processed by the Controller according to the act on personal data protection of 10 May 2018, act on the provision of electronic services of 18 July 2002 and according to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
3. The Controller shall use his best efforts to protect the interests of data subjects and, in particular, he ensures that personal data collected by him are:
  - a. processed lawfully, fairly and in a transparent manner in relation to the data subject;
  - b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
  - c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
  - d. accurate and, where necessary, kept up to date;
  - e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
  - f. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

## II. PURPOSE AND EXTENT OF DATA COLLECTION

1. Personal data collected by the Controller are used by the Controller 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.
2. The Controller processes the following Personal Data:
  - a. Forename and surname or company name
  - b. Email address

- c. Telephone no.
- d. Data referring to purchased products
- e. The Controller may share personal data to service providers based in the UK who provide IT and logistic services but only for the purposes stipulated in Clause 4.
- f. The Controller does not transfer personal data outside the European Economic Area (EEA).

### III. GROUNDS FOR DATA PROCESSING

1. The Controller shall only use personal data when the law allows the Controller to. Most commonly, the Controller shall use personal data in the following circumstances:
  - a. Where the Controller needs to conduct the promotion
  - b. Where it is necessary for the Controller's legitimate interests (or those of a third party) and the data subject's interests and fundamental rights do not override those interests.
  - c. Where the Controller needs to comply with a legal obligation.
2. The Controller shall process personal data for marketing purposes on the basis of the data subject's consent expressed freely and voluntarily. The data subject can opt out of receiving marketing at the point of entry. The Controller does not share personal data to third party for marketing purposes.
3. Where the Controller needs to collect personal data by law, or under the terms of the promotion, and the data subject fails to provide that data when requested, the Controller may not be able to conduct the promotion the data subject is entering into. In this case, the Controller has the right to cancel the promotion subject to notifying the data subject.
4. The Controller shall keep personal data of the Participants until the Promotion is over and all claims resulting from the Promotion become time-barred.

### DATA SECURITY

The Controller has put in place appropriate security measures to prevent the data subject's personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, the Controller limit access to the personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process the personal data on the Controller's instructions and they are subject to a duty of confidentiality. The Controller has put in place procedures to deal with any suspected personal data breach and will notify the data subject and any applicable regulator of a breach where the Controller is legally required to do so.

#### IV. RIGHTS BY THE DATA SUBJECT

##### A. ACCESS TO DATA

1. The data subject shall have the right to obtain from the Controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:
  - a. the purposes of the processing;
  - b. the categories of personal data processed;
  - c. the recipients or categories of recipient to whom the personal data have been or shall be disclosed, in particular recipients in third countries or international organisations, as well as safeguards used when submitting data to recipients in third countries or international organisations;
  - d. where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
  - e. the existence of the right to request from the Controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
  - f. the right to lodge a complaint with a supervisory authority; g. where the personal data are not collected from the data subject, any available information as to their source;
  - g. the existence of automated decision-making, including profiling.



2. Upon request, the Controller shall provide a copy of the personal data undergoing processing. First copy is free of charge. For any further copies requested by the data subject, the Controller may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form.

- B. RECTIFICATION The data subject shall have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.
- C. ERASURE OF DATA The data subject shall have the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay and the Controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:
- a. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - b. the data subject withdraws consent on which the processing is based and where there is no other legal ground for the processing;
  - c. the data subject objects to the processing and there are no overriding legitimate grounds for the processing;
  - d. the data subject objects to the processing of data for the purposes of direct marketing;
  - e. the personal data have been unlawfully processed;
  - f. the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the Controller is subject;
  - g. the personal data have been collected in relation to the offer of information society services.
- D. RESTRICTION OF PROCESSING
1. The data subject shall have the right to obtain from the Controller restriction of processing where one of the following applies:

- a. the accuracy of the personal data is contested by the data subject, for a period enabling the Controller to verify the accuracy of the personal data;
  - b. the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
  - c. the Controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
  - d. the data subject has objected to processing pending the verification whether the legitimate grounds of the Controller override those of the data subject.
2. Where processing has been restricted under Clause 16, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State. A data subject who has obtained restriction of processing shall be informed by the Controller before the restriction of processing is lifted.

#### E. PORTABILITY OF DATA

1. The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to the Controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Controller to which the personal data have been provided, where the processing is based on consent or on a contract and the processing is carried out by automated means.
2. In exercising his or her right to data portability as stated above, the data subject shall have the right to have the personal data transmitted directly from one Controller to another, where technically feasible.
3. The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

#### F. OBJECTION

1. The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based Clause 6(1)(e) or (f) of Regulation of the European Parliament and of the Council (EU) no. 2016/679 of 27 April 2016, including profiling based on those provisions.
2. The Controller shall no longer process the personal data unless the Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.
3. Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

#### G. EXERCISING OF RIGHTS

The exercising of the aforementioned rights shall be based on a request submitted to the Controller in writing or by email to [promotions@wec24.pl](mailto:promotions@wec24.pl). The same email address may be used for submitting any questions regarding data subject's rights. The Controller shall use his best efforts to explain such rights in a clear and easy way and enable data subject to exercise such rights.

#### H. COMPLAINT

Every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes this Regulation. Such complaint may be lodged with the Polish Supervisory Authority i.e. the President of the Data Protection Authority (pl. Urząd Ochrony Danych Osobowych), address: ul. Stawki 2, 00-193 Warsaw.

#### I. FINAL PROVISIONS

1. The Controller does not make decisions solely in an automated manner or use personal data for profiling.
2. The data subject's rights, described in detail herein, result from generally applicable provisions of law and the provisions hereof shall not restrict such rights in any manner.
3. The extent to which the data subject can exercise his/her rights may be limited by law, in particular on grounds of other rights and freedoms of other persons or on grounds of public interest.
4. In order to ensure a high level of personal data protection, the Controller shall take regular actions aimed at reviewing this privacy policy and amending it if there is a change in the extent of personal data processed or in the technology of personal data processing or in the applicable provisions of law or in the guidelines for the application of such provisions of law.