

## Terms and Conditions

### 1. Event Duration and Enrolment:

From 0:00 AM September 15<sup>th</sup> – 11: 59 PM September 30<sup>th</sup>, 2025(AEST), participants ("You, "Your", as applicable) may enroll in the MSI "Mercedes-AMG Pre Order" promotion ("Event") – while supplies last. To enter, you must agree below terms and complete the following steps.

### 2. How to Enter:

- i. Subject to full compliance with these terms and conditions ("Terms and Conditions"), purchase one (1) or more eligible product(s) (see eligible model charts below). Eligible MSI products must be purchased from select retailers/etailers listed on the Event landing page.
- ii. Participants may register and make up to a maximum of one (1) redemption per eligible product line purchased. All registration and redemption are processed on a first come, first served basis, can only be initiated after fourteen (14) days from Your purchase date, and must be completed between From 0:00 AM September 15th – 11: 59 PM September 30th, 2025(AEST). EVENT REGISTRATION WILL AUTOMATICALLY BE CLOSED IF THE EVENT ENDS EARLIER DUE TO STOCKS BEING DEPLETED.
- iii. Go to the product registration page and register your eligible product and the "**Mercedes-AMG Pre Order**" promotion. You will need to sign up for a new MSI Member account at <https://account.msi.com/login> if You have not previously registered. Event registration will automatically be closed if the Event ends earlier due to stocks being depleted – you will be notified when trying to register.
- iv. Provide a copy of Your proof of purchase for MSI verification. Documentation must include a picture of the model's serial number label on the product itself. Photos of the color box will not be accepted. Invoice with MSI model name, date, and shop/vendor name. Invoice date **must be between 0:00 AM September 15<sup>th</sup> – 11: 59 PM September 30<sup>th</sup>, 2025(AEST)**. If necessary, MSI may ask You provide a cutout of the product color box showing the serial numbers. Individual products used in an eligible claim cannot be re-used for separate or other claims under the Event. Redemption must be made in the country where the eligible product was purchased. Cross region and/or country redemption(s) shall be strictly prohibited. Individual products used in an eligible claim cannot be re-used for separate or other claims under the Event.
- v. Agree to the Event Terms and Conditions and wait for MSI's review. If MSI confirms that you meet all eligibility requirements, your redemption item(s) (see below) will **be sent to the email and delivery address you registered (NO PO BOX)**. Please note that verification may take up to 14 business days. If your registration is incomplete, and additional information is required, processing may take an extra 14 business days.
- vi. The Event will automatically end when all redemption item(s) have been redeemed. MSI may disqualify entries not meeting these Terms and Conditions. Applications rejected due to failure to meet the 14-day registration or verification requirement may be re-applied. Redemption entries may become available due to the rejection of ineligible applications. In such instances, available redemption



entries will be allotted to an eligible application next in line pursuant to the stated first come, first served redemption basis.

- vii. If the registered MSI product is being returned or refunded, You must notify MSI in writing, and the promotion application will be withdrawn automatically without further notice. MSI reserves the right to ask the applicants for the return of redemption items earned from products returned or refunded within fourteen (14) days of Event registration.
- viii. This Event is only for eligible end user consumers and not businesses. MSI, MSI affiliates, subsidiary, manufacturer, business partner, distributor, wholesaler, reseller, retailer, I-Cafe, or agency employees and their immediate families are not eligible to participate in this Event.
- ix. MSI retains the right to make adjustments of these terms without prior notice subject to any directions from a regulatory authority.
- x. Automated or robotic entries submitted by individuals or organizations will be disqualified. Entry must be made by the participant. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods will void that participant's entry and may result in immediate disqualification.

3. Eligible MSI Product(s) and Retailer(s):

Mercedes-AMG Pre Order Event

MSI Prestige 16 AI+ Mercedes-AMG & Stealth A16 AI+ Mercedes-AMG

See Event website for details on participating e-tailer/retailer. Please note each eligible region may have different applicable eligible model(s).

4. Redemption Item(s):

**Mercedes-AMG Pre Order Event**

With the purchase of an Eligible Product, the participant will be entitled to receive one (1) **Mercedes-AMG Model Car**, to be delivered to the postal address provided. Redemption is subject to availability and limited quantities apply. The promotional items are not transferable, exchangeable, or redeemable for cash or any other alternatives. In the event that any promotional item becomes unavailable due to circumstances beyond MSI's reasonable control, MSI reserves the right, at its sole discretion, to substitute the item with another product of equivalent value.

5. Eligible Regions:

Australia & New Zealand

6. Jurisdiction.

MSI hosts the Event in multiple jurisdictions and territories. In each Event territory the offered Prize pool may vary. For the avoidance of doubt, Participants shall not submit one review to multiple concurrent, regional Event(s) or request for the prize offered in other jurisdictions. The prizes listed on each particular Event program page are only available to the Participants who meet all Terms and Conditions for the specified program and jurisdiction/territory.

7. 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 than 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.

**8. 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.

**9. 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.

**10. Participant Representation and Warranties.**

You hereby represent and warrant that:

- i) The information You have provided is accurate and true;
- ii) 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;
- iii) 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
- iv) You have complied with all applicable laws in enrolling in this Event.

**11. 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

**12. Participant Acknowledgement and Consent.**

You hereby acknowledge and agree that:

- i) MSI reserves the sole and discretionary right:
  - a) 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;
  - b) to replace the prize with items of similar value without prior notice;
  - c) to vary, delete or add to any of these terms and conditions if there is valid reason understood as:
    - amendment of the laws governing the rules and organization of the Event, affecting the rights and obligations of MSI and participants
    - extension or reduction of the duration of the Event
    - change in the way the Event is carried out due to technical, technological or commercial reasons

in case of any such change the revised terms and conditions will be published by MSI at the Event landing page. For the avoidance of doubt, as applicable, changes to the terms and conditions do not affect orders placed or offers implemented under the terms and conditions applicable prior to the change.

- ii) MSI is not liable and assumes no liability to any person for any loss, dissatisfaction, or damage arising from the prize, and uses thereof. Winners shall not make any claims against MSI;
- iii) 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 prize and any associated compensation.

**13. MSI Warranties Exclusion.**

MSI PRIZE(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.

**14. 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



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NOT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, GOODWILL OR COST OF REPLACEMENT.

**15. 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.