

## Terms & Conditions

By entering this Promotion, you agree to be bound by these Terms and Conditions ("**Terms & Conditions**") and to comply with all applicable laws and regulations.

1. This promotion, named "Gear Up This Season" (the "**Promotion**") is organized by Acer Sales & Services Sdn Bhd ("**Organiser**").
2. The Promotion shall run from 1<sup>st</sup> November 2018 to 31<sup>th</sup> December 2018 (both dates inclusive) (the "**Promotion Period**"). The deadline for redemption shall be by 6.00PM on 4<sup>th</sup> January 2018.

### A. **ELIGIBILITY**

1. In order to be eligible to participate in the Promotion, the Participant must satisfy the following conditions:
  - A resident of Malaysia, except as per clause 2 below;
  - If the Participant is below eighteen (18) years of age, the Participant must obtain the appropriate permission and release from a parent or legal guardian in order to participate in the Promotion; and
  - Only individuals are eligible to participate in the Promotion. Groups, organizations and companies are **not eligible**.
2. The following are not eligible to participate in the Promotion:
  - Employees of the Organiser (including its associated and related companies), their immediate family members (children, parents, siblings and spouse);
  - Representatives, employees, servants and/or agents of advertising, and/or promotion service providers, and/or resellers, dealers, distributors of the Organiser and their immediate family members (children, parents, siblings and spouse; and Groups, organizations and companies are **not eligible**);
3. In order to participate in the Promotion, the Participant must purchase any of the "**Eligible Acer Products**" listed below within the Promotion Period from Acer Authorized Retailers as per Appendix 1 herewith, except as per Clause 4 below. Each valid purchase is only entitled for one submission.

Product Series	Product Model Name	Processor	Rewards
Switch 5	SW512-52-363J	Intel® Core™ i3-7130U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Switch 5	SW512-52-55XC	Intel® Core™ i5-7200U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Switch 5	SW512-52P-75HB	Intel® Core™ i7-7500U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle

Switch 7 Black Edition	SW713-51GNP-82M	Intel® Core™ i7-8550U	Xbox Controller + Game Bundle
Spin 3	SP314-51-30WW	Intel® Core™ i3-7130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Spin 3	SP314-51-35PJ	Intel® Core™ i3-8130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Spin 5	SP513-52N-58QD	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Spin 5	SP513-52N-856T	Intel® Core™ i7-8550U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Swift 1	SF114-32-P4KX	Intel® Pentium® Silver N5000 Processor	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 1	SF114-32-P77B	Intel® Pentium® Silver N5000 Processor	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54-55JD	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54-57FD	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54-59T5	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54G-59WJ	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54G-52L8	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-54G-82HF	Intel® Core™ i7-8550U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-55-501C	Intel® Core™ i5-8265U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-55G-547H	Intel® Core™ i5-8265U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 3	SF314-55G-76TZ	Intel® Core™ i7-8565U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Swift 5	SF514-52T-50DZ	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 5	SF514-52T-59ZV	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Swift 5	SF514-52T-82NM	Intel® Core™ i7-8550U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle

Swift 5	SF514-52T-80DU	Intel® Core™ i7-8550U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Swift 5	SF514-52T-89LQ	Intel® Core™ i7-8550U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Swift 7	SF714-51T-M6UJ	Intel® Core i7-7Y75	Xbox Controller + Game Bundle
Aspire 3	A315-53-36L1	Intel® Core™ i3-8130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire 5	A515-51G-50AC	Intel® Core™ i5-8250U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire 5	A515-51G-59Z0	Intel® Core™ i5-8250U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire 5	A515-51G-87AJ	Intel® Core™ i7-8550U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire 5	A515-52-31Q2	Intel® Core™ i3-8145U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire 5	A515-52G-547K	Intel® Core™ i5-8265U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire 5	A515-52G-58H9	Intel® Core™ i5-8265U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire 5	A515-52G-58R8	Intel® Core™ i5-8265U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire 5	A515-52G-79PA	Intel® Core™ i7-8565U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire E 14	E5-476-31EJ	Intel® Core™ i3-8130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire E 14	E5-476G-5486	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire E 14	E5-476G-50WA	Intel® Core™ i5-8250U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire E 14	E5-476G-5413	Intel® Core™ i5-8250U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire E 14	E5-476G-81VA	Intel® Core™ i7-8550U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire E 15	E5-576G-54KG	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire E 15	E5-576G-58RV	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt

Acer Nitro 5	AN515-52-50WX	Intel® Core™ i5-8300H	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Acer Nitro 5	AN515-52-73LN	Intel® Core™ i7-8750H	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Acer Nitro 5	AN515-52-78AS	Intel® Core™ i7+ 8750H	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Aspire Revo Base	RN76_EWi37130U	Intel® Core™ i3 7130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire Revo Base	RN76_EWi57200U	Intel® Core™ i5 7200U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire XC	XC885-8100W10	Intel® Core™ i3 8100	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire XC	XC885-8400W10	Intel® Core™ i5 8400	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire XC	XC885-8400W10G	Intel® Core™ i5 8400	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire XC	XC885-8400W10D	Intel® Core™ i5 8400	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire XC	XC885-8700W10D	Intel® Core™ i7 8700	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire Nitro	N50-600-8700W10D	Intel® Core™ i7 8700	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Aspire Nitro	N50-600-8700W10G	Intel® Core™ i7 8700	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Aspire TC	TC865-8100W10	Intel® Core™ i3 8100	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire TC	TC865-8400F	Intel® Core™ i5 8400	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire TC	TC865-8400W10	Intel® Core™ i5 8400	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire C	C22865-8130W10	Intel® Core™ i3 8130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire C	C24865-8130W10	Intel® Core™ i3 8130U	RM 50 Shopping Voucher Or Acer Branded Pillow
Aspire C	C24865-8250W10	Intel® Core™ i5 8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire S	S24880-8250W10	Intel® Core™ i5 8250U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle

Aspire Z	Z24880-7400W10G	Intel® Core™ i5 7400T	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Aspire U	U27885-8550W10	Intel® Core™ i7-8550U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Captain America	A615-51G-53QF	Intel® Core™ i5-8250U	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Thanos	AN515-53G-58MO	Intel® Core™ i5-7300HQ	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
IronMan	SF314-53G-58MB	Intel® Core™ i5-8250U	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator Helios 300	PH315-51-510T	Intel® Core™ i5-8300H	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator Helios 300	PH315-51-75WB	Intel® Core™ i7-8750H	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator Helios 300	PH317-52-75BK	Intel® Core™ i7-8750H	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator Helios 300	PH315-51-76QF	Intel® Core™ i7-8750H	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator Helios 500	PH517-51-70HH	Intel® Core™ i7-8750H	Xbox Controller + Game Bundle
Predator Helios 500	PH517-51-98WL	Intel® Core™ i9-8950HK	TT eSports Predator Gaming Chair + Game Bundle
Predator Helios 500	G9-593-75NF	Intel® Core™ i7-7700HQ	Xbox Controller + Game Bundle
Predator Triton 700	PT715-51-775U	Intel® Core™ i7-7700HQ	Xbox Controller + Game Bundle
Predator Triton 700	PT715-51-74MY	Intel® Core™ i7-7700HQ	TT eSports Predator Gaming Chair + Game Bundle
Predator G1	G1-710	Intel® Core™ i7-7700	Xbox Controller + Game Bundle
Orion 5000	PO5-610	Intel® Core™ i7-8700	Xbox Controller + Game Bundle
Orion 9000	PO9-600	Intel® Core™ i7-8700K	TT eSports Predator Gaming Chair + Game Bundle
Orion 9000	PO9-900	Intel® Core™ i9-7980XE	TT eSports Predator Gaming Chair + Game Bundle

Predator Gaming Monitor	XB252Q	-	RM 50 Shopping Voucher Or Acer Branded Pillow
Predator Gaming Monitor	XB272	-	RM 50 Shopping Voucher Or Acer Branded Pillow
Predator Gaming Monitor	XB271HU	-	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Predator Gaming Monitor	X27	-	TT eSports Predator Gaming Chair + Game Bundle
Predator curve gaming monitor	Z321QU	-	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Predator curve gaming monitor	X34P	-	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle
Predator curve gaming monitor	Z35P	-	Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt
Acer Curve Freesync Gaming Series	XR382CQK (CURVE HDR)	-	Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt + Game Bundle

4. Eligible Acer Products not purchased within the Promotion Period and/ or not purchased from Acer Authorized Retailers are not eligible for participation in the Promotion.

**B. ENTITLEMENT OF REDEMPTION**

5. Subject to Clause 6 to 9 herewith, for every purchase of any Eligible Acer Product, the Participant is entitled to only one of the following:
- a) one (1) RM50 Shopping Voucher; or
  - b) one (1) Acer Brand Pillow; or
  - c) one (1) Acer x Pestle & Mortar Special Edition T- Shirt; or
  - d) one (1) Game Bundle; or
  - e) one (1) Predator Cestus 500 gaming mouse and Game Bundle; or
  - f) one (1) Predator x Pestle & Mortar Premium Special Edition T-Shirt and Game Bundle; or
  - g) one (1) Xbox Controller and Game Bundle; or
  - h) one (1) TT eSports Predator Gaming Chair and Game Bundle.

6. Gifts shall depend on the value of Eligible Acer Product purchased within the Promotion Period as per following:
  - Any purchase between RM1,800.00 to RM2,599.00 is eligible for a RM50.00 Shopping Voucher Or Acer Branded Pillow;
  - Any purchase between RM2,600.00 to RM3,799.00 is eligible for a Game Bundle Or Acer x Pestle & Mortar Special Edition T- Shirt;
  - Any purchase between RM3,800.00 to RM6,599.00 is eligible for a Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt (Plus Game Bundle) ;
  - Any purchase between RM6,600.00 to RM9,499.00 is eligible for a Xbox Controller and Game Bundle;
  - Any purchase above RM9,500.00 is eligible for a TT Esport Gaming Chair and Game Bundle
  - The prices stated for each product are suggested retail prices (SRP). Rewards are based on SRP and not receipt price.
  - Submit your redemption by following the steps in Clause 8 below.
  
7. Stand a chance to win
  - a. Stand a chance to win an Exclusive 3D2N Trip to Predator League 2019 in Bangkok. Participants who purchased an Acer Eligible Products during the Promotion Period and have registered for the redemption as per clause 8 below shall stand a chance to win the trip.
  - b. Vacation Date: 16th- 18th February 2019  
Venue: Grand Final in Thailand (Nimitbudr Stadium, Bangkok)
  - c. There would be a total of two (2) winners in which announcement for the winners shall be made on or before 11<sup>th</sup> January 2019
  - d. The prize shall include accommodation and flight tickets (in which choice of accommodation and flight shall be at the sole discretion of the Organiser) for two (2) persons for each winner.
  
8. Online redemption:
  - Step 1** Purchase any Eligible Acer Product as per Clause 3 from any Acer Authorized Retailer within the Promotion Period.
  - Step 2** Log on to (<https://www.a-redemption.com/>) and fill up the e-redemption form. Upload a copy of the original receipt or invoice as proof of purchase. The latest date and time of redemption must be received by the program centre by 6.00PM on **4<sup>th</sup> Jan 2018**.

- The Participant must provide the requested personal information when filling up the e-redemption form. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission with incomplete redemption and contest form, without proof of purchase, and/or have incomplete details in the proof of purchase (without purchase item, quantity, serial number, invoice number, or invoice date).
- The Participant must retain the original paid invoice and/or receipt as proof of purchase. The Participant may be required to present original proof of purchase when receiving their gift or prize.

9. The redemption in Clause 6 is limited as follows:

<b>Gift</b>	<b>Redemption Limit</b>
RM 50 Shopping Voucher Or Acer Branded Pillow	First <b>500</b> eligible redemptions
Game Bundle Or Acer x Pestle & Mortar Special Edition T-Shirt	First <b>300</b> eligible redemptions
Predator Cestus 500 Gaming Mouse Or Predator x Pestle & Mortar Premium Special Edition T-Shirt (Plus Game Bundle)	First <b>200</b> eligible redemptions
Xbox Controller and Game Bundle	First <b>60</b> eligible redemptions
TT eSports Predator Gaming Chair and Game Bundle	First <b>30</b> eligible redemptions

- Game Bundle only applicable for Intel® Core™ i5 or i7 processor-based device.

10. Redemptions will be based on first-come first-served basis and while stocks last, depending on availability.
11. Each customer is entitled to a maximum of 1 (one) redemption throughout the entire Promotion.
12. This Promotion is not valid in-conjunction with any other ongoing promotions, offers and/ or discounts, unless otherwise stated.
13. Participants with multiple entries will be disqualified.

**C. NOTIFICATION OF GIFT RECIPIENT**

14. The Organizer will contact eligible recipients of gifts via phone or email. Should the Organiser fails to contact the eligible recipients of gifts after 3 email notifications or 3 phone calls, the gifts will be forfeited.
15. Each Participant is responsible for monitoring his or her email account for notification or other communications related to this Promotion.
16. Eligible recipients of gifts will be required to present original proof of purchase and relevant document when receiving their gifts.



17. Eligible recipient of gifts will be required to sign and return a declaration and release form, which among other things, releases the Organizer, the sponsor of the gifts, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion, and acceptance and/or use of the gifts and confirms his/her compliance with the Terms and Conditions applicable to the gifts.

**D. GIFTS**

18. Gifts will be delivered to recipients (date and time to be advised to the recipients by the Program Centre).
19. Charges for 3rd-party collection, delivery, insurance, etc. will be imposed to recipients who fail to receive the gift either by means of address error by the recipients, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.
20. Gifts that are not delivered successfully after 3 (three) attempts will be forfeited without prior notice.
21. Goods as gifts. Where the gifts under the Promotion are items/goods, they shall be subjected to availability and may not be substituted for cash. The Organizer reserves the right to offer an alternative gift, without prior notice. If gifts involve manufactured items, they shall be subjected to the manufacturer's terms and conditions for warranty, service and maintenance, and the Organizer does not accept any responsibility for them. In particular, gifts are provided by the Organizer on an "AS IS" basis without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
24. Taxes, etc. Taxes and their levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the gifts/prizes shall be fully borne by the recipient.

**E. REDEMPTION FORM**

25. The Organizer and its parent company is not responsible for any printing or typographical errors in any materials or for registrations, redemption 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 the Organizer.
26. If any information provided on a redemption form is found to be misleading or inaccurate, that entry shall be deemed invalid.
27. Your submission's fitness for publication. By entering the Promotion, you expressly agree that your completed redemption form does not contain any image or content that is unlawful, libellous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that the Organizer 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. The Organizer shall not be liable in any way for your completed redemption form. The Organizer shall have no obligation to monitor your completed redemption form, but may do so at its own discretion. If the Organizer, in its sole

and absolute discretion, considers your completed redemption form inappropriate or unsuitable for publication, the Organiser may remove your redemption from the Promotion.

28. You are prohibited from submitting to this Promotion any images/photos/artwork/music for which you are not the sole and rightful owner. In the event that any third party alleges that any image/photo/artwork/music submitted by you infringes the copyright or other proprietary right of such third party, you shall indemnify the Organiser (and its affiliates) from and against any and all loss, damage, liability and costs resulting there from.

#### **F. PRIVACY AND DATA PROTECTION**

29. The personal data you provide to the Organiser pursuant to this Promotion, which shall include but not limited to your name, IC number and address, will be processed and are required to administer your participation in the Promotion. Entries submitted without the personal data required will be discarded.
30. By providing the personal information upon the submission of redemption, you consent and agree to the usage of your personal information by the Organiser, including but not limited to names and images, in accordance with the Organiser's Privacy Policy as linked to on the Redemption Form.
31. In respect of any third party's personal information as disclosed by you in your submissions to the Organiser, you hereby warrant that you have the right to do so and you have obtained the consent from such third party to disclose such personal information.
32. All participants shall be responsible for ensuring that such disclosures are in compliance with the provisions of Malaysia Personal Data Protection Act 2010.
33. You may notify the Organiser of any updates, amendments and corrections to previously collected information via the Organiser's website.
34. The Organiser and its parent company may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalized promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to the Organiser's service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact the Organiser.

#### **G. GENERAL CONDITIONS**

35. Limitation of liability. To the maximum extent permitted by law, the Organiser 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 your participation in the Promotion.
36. Indemnity. To the maximum extent permitted by law, you undertake to indemnify and keep the Organiser 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 your breach of any of these Terms and Conditions and/or arising from your participation in the Promotion, and/or your use of any gift.

37. The Organiser's decision is final and binding. In the event of any dispute arising from the Promotion, or relating to the interpretation of these Terms and Conditions, the decision of the Organiser on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
38. No cheating tolerated. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of the Organiser, you will immediately be disqualified from the Promotion. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of the Organiser's websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

**ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF THE ORGANISER AND ITS PARENT COMPANY'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANISER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW**

39. No waiver. The Organiser's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
40. Modification of these Terms and Conditions, etc. The Organiser may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability or notice towards anyone.
41. 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.
42. 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.
43. Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.