

**TERMS & CONDITIONS FOR THE UNLOCK NEW AI ERA WITH MICROSOFT SURFACE CONTEST
(The “Contest”).**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND INGRAM MICRO MALAYSIA SDN BHD (“**INGRAM MICRO**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CONTEST. BY ENTERING THIS CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Contest is organised by Ingram Micro Malaysia Sdn Bhd (“Ingram Micro”).

2. **Contest Period:**

2.1 Contest Period (“**Contest Period**”): 24th August – 30th September 2024.

2.2 Submission Deadline: **30th September 2024, 11:59PM.**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- 3.1.1. All permanent residents of Malaysia aged 18 years and above are eligible to participate in the Contest.
- 3.1.2. If the Participant is below eighteen (18) years of age as at the date of submission, the Participant must obtain the appropriate permission and release from a parent or legal guardian in order to participate in the Contest.
- 3.1.3. Only individuals are eligible to participate in the Contest. Groups, organisations and company entries are **not eligible**.

3.2. **Not eligible**

The following are not eligible to participate in the Contest:

- 3.2.1. Employees of Ingram Micro and its related corporations and their immediate family members.
- 3.2.2. Employees of any party, including but not limited to agents of Ingram Micro, dealers and/or retailers, which is directly involved in organising, promoting, or conducting the Contest.
- 3.2.3. Individuals engaging or are, in Ingram Micro’s opinion, likely to engage in sub-wholesale, resale or sale of the Eligible Microsoft Surface Device to downstream distributors or retailers.

3.3. **Eligible Partners and Locations.**

For the purpose of this Contest:

3.3.1. the following Eligible Microsoft Surface Authorised Resellers and their subsidiaries are individually referred to as “**Eligible Partners**”:

Eligible Microsoft Surface Authorised Resellers and their Subsidiaries
ALL IT HYPERMARKET SDN BHD
SENHENG ELECTRIC (KL) SDN BHD
○ SENQ DIGITAL STATIONS
SNS NETWORK (M) SDN BHD
○ GLOO STORE
○ ITWORLD
THUNDER MATCH TECHNOLOGY SDN BHD
P.C. IMAGE SDN BHD
○ P.C. IMAGE ELECTRONIC SDN BHD
○ GADGET FUSION SDN BHD
○ TOPMACRO NETWORK SDN BHD

3.3.2. the following are individually referred to as “**Eligible Locations**”:

- a) any of the stores of the Eligible Partners which has a demo unit of the Microsoft Surface Copilot+ PCs,

- b) the following New Microsoft Surface Launch Copilot+ PCs Demo Day dates, and locations:

Dates	Eligible Partners	Locations
31 st August – 1 st September 2024	SNS NETWORK (M) SDN BHD	iTworld Mid Valley Megamall
4 th – 8 th September 2024	All IT HYPERMARKET SDN BHD	All IT Digital Carnival IOI City Mall
7 th – 8 th September 2024	P.C. IMAGE SDN BHD	PC Image Plaza Low Yat
14 th – 15 th September 2024	THUNDER MATCH TECHNOLOGY SDN BHD	TMT Megastore Mid Valley Megamall
21 st – 22 nd September 2024	SENHENG ELECTRIC (KL) SDN BHD	senQ 1 Utama Shopping Centre

4. **How To Participate.**

4.1. To qualify for the Contest, participants must head to any of the Eligible Locations, take a selfie, post it on their Instagram / Facebook / Tiktok account with the required hashtags, and include a creative caption for the selfie.

4.2. The photo must be taken from the Eligible Partners as indicated in clause 3.3.

4.3. Participants must submit their entry with their particulars in a manner set out in clause 4.4.1.

4.4. **Participation Details**

4.4.1. Participants who wish to enter the Contest must submit their entries in the following manner:

- a) Experience the new Copilot+ PC with Microsoft Surface.
- b) Take a selfie with your favourite Copilot+ PC experience, as listed below:
 - i. Cocreator,
 - ii. Live Captions,
 - iii. Windows Studio Effects.
- c) Post the selfie on your Instagram / Facebook / Tiktok account and set the post as PUBLIC (for Facebook) or post from your public account (for Instagram and Tiktok).
- d) Hashtag the selfie with:
 - i. #MicrosoftSurfaceMY
 - ii. #CopilotPCs
 - iii. #UnlocknewAlerawithSurface2024
- e) Include the selfie with a creative caption on sharing why you loved that PC experience most.

4.4.2. Full contact details of the Unlock New AI Era with Microsoft Surface Programme Centre (“**Programme Centre**”) is as follows:

c/o Apostrophe Marketing Communications Sdn Bhd
Unit 26-8, Oval Damansara, 685 Jalan Damansara,
Taman Tun Dr Ismail, 60000 Kuala Lumpur, Malaysia.

Office hours: Monday – Friday, 9AM – 6PM.

Email address: microsoftsurface.contest24@apostrophe.com.my

4.4.3. All submissions received after **30th September 2024, 11:59PM** shall not be accepted.

4.4.4. All costs incurred in submitting the Contest entry shall be borne by the participant.

4.5. This Contest is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.

5. **Prizes.**

5.1. One (1) Grand Prize (“**Grand Prize**”) of a Microsoft Surface Laptop - Copilot+ PC - 13.8” Touchscreen – Snapdragon® X Plus - 16GB Memory - 256GB SSD – (Latest Model, 7th Edition) with Microsoft 365 Personal (1 year subscription) worth a total of RM 5,708.00.

5.2. One (1) 2nd Prize (“**2nd Prize**”) of a Shokz OpenFit Air Open – Ear True Wireless Earbuds worth RM 599.00.

5.3. One (1) 3rd Prize (“**3rd Prize**”) of a Microsoft 365 Personal (1 Year Subscription) worth RM 309.00.

5.4. Two (2) Consolation Prizes (“**Consolation Prizes**”) of a RM 100 AEON Vouchers each.

6. How Prize winners will be selected.

- 6.1. The most creative answer provided, as determined by the Organiser will be shortlisted as the Grand Prize winner, the 2nd most creative answer will be shortlisted as the 2nd Prize winner, and so on. Only qualified contest entries will be taken into account. A qualified contest entry is an entry which:
- 6.1.1. Has a selfie with their favourite Copilot+ PC experience,
 - 6.1.2. The selfie is taken at the Eligible Locations.
 - 6.1.3. The selfie is posted on either their public Instagram or Tiktok account, or posted on their Facebook account by setting the post as PUBLIC,
 - 6.1.4. The selfie is captioned with:
 - a) the following hashtags:
 - i. #MicrosoftSurfaceMY
 - ii. #CopilotPCs
 - iii. #UnlocknewAlerawithSurface2024
 - b) the creative caption on sharing why you loved that PC experience most.
- 6.2. Once shortlisted, you will be contacted by the Programme Centre for further verification.
- 6.3. The Programme Centre will attempt to contact the shortlisted candidate three (3) times for three (3) consecutive days (during working hours, Monday to Friday) for further verification. In the event that a shortlisted candidate is not reachable in all three (3) attempts, he/she will no longer be shortlisted as the winner.
- 6.4. Upon successful verification, the Programme Centre will notify you on being the Prize winner.
- 6.5. If a shortlisted candidate is disqualified during the verification process, the Organiser will proceed to select the next most creative answer as the replacement winner. This process will continue so forth and so on, until a winner is successfully verified.
- 6.6. Each participant is only eligible to win one (1) Prize.
- 6.7. The Organiser reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest for any reason whatsoever.
- 6.8. Decisions by the Organiser will be final and no further correspondence will be entertained.

7. How Prize recipient will be notified.

- 7.1. The eligible recipients of the prizes will be informed via Direct Messaging from the social media with which he/she submitted their entries and will be announced on all Eligible Partners social media pages 30 days after the end of the Contest.

8. Claiming a Prize.

- 8.1. Prize recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Ingram Micro, the sponsor of the Prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest, and acceptance and/or use of the Prizes and confirms his/her compliance with applicable terms and conditions.
- 8.2. Winners will be required to collect their Prizes from the Programme Centre's office within 30 days from the winner announcement date.
- 8.3. Winners is required to present a valid identification document when collecting their Prizes for verification purposes.
- 8.4. All cost incurred by the winners (including but not limited to transportation) to collect their Prizes at the Programme Centre's office is the sole responsibility of the winners.
- 8.5. If the winner is unable to collect their Prize personally, he/she may appoint a representative to collect the Prize on his/her behalf by providing a letter of authorisation issued by the winner together with a copy of the winner and the representative's valid identification documents.
- 8.6. In the event a winner fails to collect the Prize within the timeframe given, it represents that he/she has decided not to accept the Prize and shall not have any claim whatsoever against the Organiser in respect of the Prize. The Organiser reserves the right to forfeit the Prize and select a substitute winner.
9. Ingram Micro shall not be responsible for any printing or typographical errors in any materials or for registrations, 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 Contest. Proof of submission shall not constitute proof of receipt by Ingram Micro. If any information provided on a submission is found to be false, misleading or inaccurate, that entry shall be deemed invalid.

10. Goods as Prizes. Where Prizes under the Contest are items/goods, they shall be subject to availability and may not be substituted for cash. Ingram Micro reserves the right to offer alternative Prizes of similar monetary value, without prior notice. If Prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Ingram Micro does not accept any responsibility for them. In particular, Prizes are provided by Ingram Micro 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.
11. Taxes, etc. Taxes and other 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 Prizes shall be fully borne by the participant.
12. Ingram Micro, its related and associated companies, and its agencies and companies associated with this Contest disclaim any and all liability arising from this Contest and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Contest, submission and/or usage of Prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The participant undertakes that they shall not bring any claims or actions against Ingram Micro or its related and associated companies arising out of the operation of the Contest, whether in contract, tort or otherwise.
13. All entries will be the property of the Organiser and the participant will not claim, use, or exploit the entries for any purpose by any means at any time. By entering this Contest, each participant agrees that the Organiser reserves the right to publish, use the names and/or photographs of participants as material for advertising and/or trade publicity purposes without payment or prior notice, and further agree that in consideration for being awarded the Prize the participants waive all rights associated with their image. Participants shall not be entitled to claim ownership or other forms of compensation on the materials.
14. The participant hereby grants Ingram Micro the right to use, keep, share and / or publish any personal information you have provided for purpose of this Contest, including all personal data submitted by the participant, in accordance with Ingram Micro's Privacy Policy. For information on Ingram Micro's Privacy Policy, please see <https://my.ingrammicro-asia.com/legal/pdpp>.
15. Ingram Micro's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these Terms and Conditions, the decision of Ingram Micro on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained.
16. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in Ingram Micro's sole and absolute discretion, you will immediately be disqualified from the Contest. Dishonesty includes, but is not limited to, counterfeiting invoices, or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (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 Ingram Micro 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 your Personal Information, or tampering with the submission process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF INGRAM MICRO'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE,

INGRAM MICRO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

17. No waiver. Ingram Micro's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
18. Modification of these Terms and Conditions, etc. Ingram Micro may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
19. 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.
20. 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.
21. Laws. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is void where prohibited or restricted by law, and are subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to Ingram Micro pursuant to this Contest, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Contest. Entries submitted without the personal data required will be discarded. Ingram Micro may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our 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 Ingram Micro at enquiry.my@ingrammicro.com.

NOTIS PRIVASI

Data peribadi yang anda beri kepada Ingram Micro menurut Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Pertandingan ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Ingram Micro mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadikan pemprosesan kami, sila berhubung dengan Ingram Micro di enquiry.my@ingrammicro.com.