

Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Acer Giveaways (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Acer America Corporation and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

2. Sponsor

The Sweepstakes is sponsored by Acer America Corporation ("Acer"), located at 1730 North First Street Suite 400, San Jose, California 95112.

3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Sweepstakes Period

The Sweepstakes begins on December 07, 2020 at 9 AM PST and ends on December 18, 2020 at 5 PM PST (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using the following method only: Online

5. How to Enter

Visit any of the following Acer social media channels (https://www.instagram.com/acer_america, <https://www.facebook.com/AcerUSA>, <https://twitter.com/AcerAmerica>) and follow the directions provided to fill out the entry information, then submit. Special Considerations for Facebook Entries: You must allow Acer to communicate with you on Facebook (not blocked). To participate in the Sweepstakes, if you do not already have a Facebook account, download the free Facebook application (compatible with iPhone, iPod touch, iPad and Android) and create an account as instructed. Getting a Facebook account is free. Facebook's Terms of Service can be found at <https://www.facebook.com/terms>. **Limit of one entry per person per Facebook account and per Entry Message.** Use of multiple Facebook accounts to enter by the same individual is prohibited and may result in disqualification.

Special Considerations for Twitter Entries: You must have your Twitter profile settings as PUBLIC (not protected). To participate in the Sweepstakes, if you do not already have a Twitter account, download the free Twitter application (compatible with iPhone, iPod touch, iPad and Android)

and create an account as instructed. Getting a Twitter account is free. Twitter's Terms of Service can be found at <https://twitter.com/tos?lang=en>. **Limit of one entry per person per Twitter account and per Entry Message.** Use of multiple Twitter accounts to enter by the same individual is prohibited and may result in disqualification.

6. Prize Drawing

On or about December 23, 2020, an automated random drawing process will draw a potential winner of the Sweepstakes from all eligible entries received during the Sweepstakes Period.

7. Winner Notification

The potential winner selected as provided herein by automated random drawing will be notified by email, mail or phone. The potential winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim the Sweepstakes Prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period, the potential winner forfeits the Prize. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If a potential winner is disqualified for any reason, Envy Create may award the applicable Prize to an alternate winner by random drawing from among all remaining eligible entries. Each alternate winner will be subject to all terms, conditions and requirements stated in these Official Rules. Only three (3) alternate drawings will be held, after which the Prize will remain un-awarded. If the Sweepstakes Prize is awarded, it will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

8. Confirmation of the Sweepstakes Winner

A confirmation process, which may include a background check, will take place to ensure any potential winner meets the legal standards required. Each potential winner agrees to cooperate fully with a partner company (Envy Create) to conduct any background check(s), which includes providing information requested including, but not limited to, full legal names and addresses. Additionally, all potential travel companions/guests of the winner may also be subject to a background check, which may impact their ability to participate in the Prize. If the Prize includes meeting a celebrity, meeting a public figure, or attending a special event and any background check indicates that either the potential winner or the potential winner's guest(s) pose a danger to or may harm the reputation of any person or entity involved in the sweepstakes, said potential winner will be disqualified from receipt of the prize in its entirety (no partial prizes will be granted) and the next randomly drawn potential winner will be notified. Winners and travel companions are required to sign a liability/publicity release prior to issuance of any portions of the Sweepstakes Prize.

9. The Sweepstakes Prize

If the Sweepstakes Prize is awarded based upon the Winner's compliance with all terms and conditions of these Official Rules and the Winner's confirmation by Envy Create as the Winner of the Sweepstakes (the "Winner"), the Winner will receive the Sweepstakes Prize: One (1) ACER Porsche Design Book RS laptop and accessories and an all-expense paid trip to Porsche Experience Center, consisting of a one-night stay at a three star or better accommodation and one

(1) economy flight ticket for the Winner (accommodation and flight providers and itinerary shall be selected in Envy Create, in its sole discretion, and booked by Envy Create; their total value is not planned to exceed \$1,000.00) (collectively, the "Prize"). The Prize has an approximate retail value ("ARV") of \$4,500.00 USD, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If actual value of the Prize is lower than the stated ARV when the Prize is procured and fulfilled, then the difference will not be awarded.

All other expenses not specifically mentioned herein, including but not limited to, airfare for any approved traveling companion of the Winner, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and/or the Winner's approved traveling companion. Acer America and Envy Create are not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Acer America and Envy Create shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel and other accommodations are subject to availability. Acer America will not obtain insurance on behalf of the Winner and travel companion, and Winner and travel companion are fully responsible for obtaining their own insurance, if desired. Travel restrictions, conditions and limitations may apply. Acer America will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The trip must be fully executed by December 31, 2021 or the trip component of the Prize will be forfeited. All travel dates are subject to change in the Sponsor's sole discretion. Certain blackout dates and material restrictions may apply.

Actual/appraised value of the Prize may differ at time of Prize award. The specifics of the Prize shall be solely determined by Acer America. The Prize is nontransferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by Winner is permitted. Acceptance of Prize constitutes permission for Acer America to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law. Winner acknowledges that all prizes are awarded as-is, without warranty of any kind other than the manufacturer terms and conditions. Each prize winner agrees to look solely to such manufacturer for any such warranty or guarantee claim

10. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, computer virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Sponsor's website or social media accounts or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless Acer America and Envy Create, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, attorneys, accountants and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the Winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the Prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the entrant's cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees, court costs, or other litigation or dispute resolution related expenses. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Disputes

- (a) Arbitration. To the fullest extent provided by law, all disputes arising out of the Sweepstakes and these Official Rules will be resolved exclusively and finally by binding single-arbitrator arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. YOU SPECIFICALLY WAIVE YOUR RIGHT TO A JURY TRIAL.**

- (b) AAA Not Available. If AAA ceases operations or is otherwise unable or unwilling to arbitrate the dispute, you and the other party you name in the dispute will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis.
- (c) Place of Arbitration. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation you choose.
- (d) Reimbursement of Arbitration Fees. If you prevail in the arbitration you will be reimbursed for any fees you paid to AAA in connection with the arbitration.
- (e) Decision of Arbitrator Binding. **Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate Disputes through a court and/or to litigate claims on a class-wide or class-action basis. You expressly and knowingly waive those rights and agree to resolve any disputes in accordance with the provisions of this section.**

Arbitration Clause Void. If this Section (Disputes) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, in which case any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California Superior Court located in Santa Clara County, California. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. Privacy

Information collected from entrants is subject to Sponsor's privacy policy [link].

14. Winner List

To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Envy Create, 208 S Columbia Drive, Decatur, GA 30030. Requests must be received no later than January 31, 2021.

15. Facebook

The Sweepstakes hosted by Acer America is in no way sponsored, endorsed, administered by, or associated with Facebook or Twitter.