

Terms and Conditions for ASUS Zenbook A14 Social Giveaway Campaign 2025

This Giveaway Event, ASUS Zenbook A14 Social Giveaway Campaign 2025 ("Giveaway"), is hosted by ASUS Global Pte. Ltd. ("ASUS").

Detailed information on how to enter and prizes in connection with the Giveaway, ASUS Terms of Use Notice, ASUS Privacy Policy, and other related policies and regulations form part of these "Terms and Conditions for ASUS Zenbook A14 Social Giveaway Campaign 2025" (collectively "Terms and Conditions"). Participating in this Giveaway is deemed acceptance of these Terms and Conditions. ASUS may at any time revise the Terms and Conditions and other rules set forth by ASUS in its sole discretion without prior notice. Participation shall be bound by any such revisions.

Eligibility

- 1. This Giveaway is open to Australian residents aged 18 years or over ("Eligible Entrant").
- 2. Entrants under 18 years old may participate provided they have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all Terms and Conditions. Parents/guardians may be required by ASUS, to enter into a further agreement as evidence of consent to this Giveaway. Such entrants under 18 years old with parental/guardian approval shall also be included under Eligible Entrants.
- 3. The following persons are ineligible: (i) employees of ASUS and its parent companies, affiliates, subsidiaries, advertising representatives and agencies, who are involved in the Giveaway, (ii) the spouse, de facto spouse, parent, child, sibling (whether natural or by adoption) or any other immediate family of such ineligible employee; and (iii) any person whom ASUS has previously notified is not permitted to enter any of ASUS' promotions.

Giveaway Period

4. This Giveaway will start on Friday 1 August 2025 at 10:00 AM AEST and end on Sunday 31 August 2025 at 11:59 PM AEST ("Giveaway Period").

How to Enter

- 5. To receive an entry into this Giveaway, during the Giveaway Period, Eligible Entrants must:
 - a. Post a video submission on Instagram or TikTok that shows themselves at three different locations.
 - b. Use the hashtag #UnlimitYourselfASUS and tag ASUS Australia's Instagram (<u>@asusau</u>) or TikTok (<u>@asus anz</u>) account.
 - c. Make sure the Eligible Entrant's Instagram and/or TikTok profile is public.

Validity of Entries and Selection of Winners

- 6. There will be total three (3) prize winners ("Winner(s)") selected from all valid entries received for the Giveaway during the Giveaway Period.
 - a. ASUS will announce the Winners no later than Monday 8 September 2025 ("Announcement Date") on ASUS Australia's Instagram and TikTok pages. Winners will be contacted by ASUS via direct message on Instagram and/or TikTok. Winners shall inform ASUS of their contact information including full name, phone number, email address and shipping address via direct message on Instagram and/or TikTok within 7 calendar days after the Announcement Date. Failure of a Winner to provide their complete and correct contact information to ASUS within this period will be deemed to have waived the right to claim their Prize. ASUS, at its sole discretion, reserves the right to select a substitute Winner. The provided information will only be used for the delivery of the Prize to the Winner. The Winner guarantees that all information provided is accurate and truthful. ASUS reserves the right to reject any Prize claim with incomplete or incorrect information.
 - b. Each Eligible Entrant may enter the Giveaway multiple times. Entries can be made via Instagram and/or TikTok. Identical or highly similar entries will only be counted as one single entry, regardless of how many times the entry is posted across both platforms. Additional entries that are not identical will be considered.
 - c. ASUS reserves the right to disqualify entries which (a) are incomplete, (b) are suspected of being false or made in bad faith, (c) engage in abusive, deceitful or fraudulent behaviour, (d) make false representations or statements, (e) are illegible, (f) contain sexual content or are otherwise offensive or objectionable, and/or (g) not in compliance with these Terms and Conditions.
 - d. ASUS has the sole and absolute discretion in determining a person's eligibility to participate in this Giveaway and/or to receive the Prize. If ASUS discovers at any time, whether after or during the Giveaway Period, that any person has failed to comply with these Terms and Conditions, ASUS is entitled to disqualify the person from participating in this Giveaway and/or from receiving the Prize.

Prizes

- 7. Each Winner of the Giveaway will receive one (1) ASUS Zenbook A14 each with a Recommended Retail Price ("RRP") of TWO-THOUSAND FIVE HUNDRED NINETY-NINE Australian dollars (\$2599 AUD).
- 8. Total prize pool is three (3) ASUS Zenbook A14 laptops with a combined RRP of SEVEN-THOUSAND SEVEN HUNDRED and NINETY-SEVEN Australian dollars (\$7797 AUD).
- 9. Winner understands and agrees that the Prize is being provided "AS-IS," and ASUS makes no warranty, representation, or guarantee regarding any Prize,

including but not limited to its quality, condition, merchantability, or fitness for a particular purpose. The Winner must look solely to the manufacturer for any such warranties or guarantees, if any. The RRP of Prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the RRP is estimated for purposes of these Terms and Conditions and the date on which the Prize is awarded or redeemed.

No Transfer

- 10. Without prejudice to the generality of clause 19 and 20, the Prize is not transferable and no cash alternative or Prize substitutions are available unless ASUS, in its sole discretion, determines otherwise. ASUS reserves the right to substitute cash or a similar prize of equal or greater value should the Prize described be unavailable for any reason. In the event a Winner does not accept delivery of the Prize, such Prize may be awarded to a substitute Winner, at the sole discretion of ASUS.
- 11.ASUS shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by any person who intends to participate in this Giveaway as a result of their participation.
- 12. ASUS reserves the right to terminate this Giveaway at any time without prior notice, and ASUS accepts no liability for any such termination.
- 13. This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok ("Social Media"). Participant agrees to grant the foregoing Social Media a complete release regarding this Giveaway. You acknowledge you are providing your comments and Personal Information to ASUS and not to Social Media; and such information and Personal Information will only be used for this Giveaway.
- 14. For any questions, please contact: marketing.au@asus.com

General

- 15. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 16. If there is a dispute as to the identity of an Eligible Entrant, ASUS reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 17. If a Winner of a Prize is under the age of 18 years, the Prize will be awarded to the Winner's nominated parent or guardian on the Winner's behalf.
- 18. If for any reason a Winner does not take the Prize or an element of the Prize at the time stipulated, then the Prize or that element of the Prize will be forfeited and will not be redeemable for cash.
- 19. If any Prize (or part of any Prize) is unavailable due to reasons beyond the control of ASUS, ASUS, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize of equivalent value and/or specification, subject to any written directions from any regulatory authority. All Prizes are subject to the standard terms and conditions of individual Prizes, service providers and ASUS.
- 20. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as or exchanged for cash, unless otherwise specified.

- 21. Eligible Entrants consent to ASUS using the Eligible Entrant's name, likeness, image and/or voice (collectively the "Eligible Entrant Likeness") in the event they are a Winner (including photograph, film and/or recording of the same) in any media for the maximum allowable period (under prevailing laws and regulations) without remuneration for the purpose of promoting this Giveaway (including any outcome), and promoting any products manufactured, distributed and/or supplied by ASUS. To avoid doubt, Eligible Entrants' consent shall include not enforcing their rights (including but not limited to moral rights) in the Eligible Entrant Likeness in the above-mentioned media.
- 22. ASUS reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who ASUS has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Giveaway. Errors and omissions may be accepted at ASUS's discretion. Failure by ASUS to enforce any of its rights at any stage does not constitute a waiver of those rights. ASUS's legal rights to recover damages or other compensation from such an offender are fully reserved.
- 23. If this Giveaway is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of ASUS or unforeseen events, including but not limited to technical difficulties, unauthorised intervention or fraud, ASUS reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; and/or (b) subject to any written directions from any regulatory authority to modify, suspend, terminate or cancel the Giveaway, as appropriate. Notwithstanding the foregoing, ASUS reserves the rights to make changes or cancel the Giveaway in its sole discretion at any time without prior notice and without the need to indicate the grounds without incurring any liability. ASUS may demand that Eligible Entrants pay compensation for any damages incurred if any such changes or termination is caused by the conduct of the Eligible Entrants.
- 24. ASUS's decision is final and no further correspondence on ASUS's decision will be entered into.
- 25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Giveaway and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, ASUS (including their respective officers, employees and agents) excludes and shall not be liable for all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in connection with the Giveaway.