

# Terms & Conditions for 'Rise Beyond Your Limit – Win A Complete ROG EVA-02 PC'

## General

Information published by the Promoter, as defined below, on how to enter, and prizes, form part of the Terms and Conditions of Entry ("Terms and Conditions"). Participation in this promotion is deemed acceptance of these Terms and Conditions.

To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.

The Promoter is ASUS Australia Pty Ltd ABN 81148 073 858 ("Promoter"), and reserves the right to alter the incentive, product offerings, and specifications, at any time, without notice.

# **Entry Restrictions**

Offer is only open to residents of Australia in eligible states and territories outlined below, and has fulfilled the requirements set out below. Employees, directors, and contractors and their immediate families, of the Promoter and Promoter's agencies (including but not limited to ASUS retailers and resellers) associated with this promotion are ineligible to enter this promotion.

This offer pertains only to relevant Australian stock sold at participating resellers, and is not valid for products purchased from overseas or overseas stock. To be eligible to enter, consumers must purchase one or more of the following participating products from an authorised and participating ASUS retailer/reseller within Australia.

Eligible states and territories in Australia: NSW, ACT, VIC, QLD, WA & TAS (SA, NT not eligible).

Eligible products must be ordered and paid for within the Promotion Period, excludes back orders. Commercial and trade purchases excluded.

#### **Promotion Period**

All times and dates specified in these Terms and Conditions are times and dates in Sydney, which may be Australian Eastern Standard Time ("AEST") or Australian Eastern Daylight Time ("AEDT") depending on the date.

The competition opens at 00:01 (AEDT) Monday 26th February 2024 and ends at 23:59 (AEDT) Sunday 31st March 2024 ("Promotion Period").

## **Method of Entry**

To enter, participants must follow the below steps and upload their proof of ownership and proof of purchase via <a href="https://www.asus.com/au/events">https://www.asus.com/au/events</a>; the redemption must contain mandatory proof of ownership and a mandatory proof of purchase. No other claim mechanism is valid.

Every local currency amount of \$100.00 (AUD \$100.00 in Australia, including GST) spent on eligible ASUS ROG products (Motherboards / Graphics Cards / Monitors / Projectors / Gaming Peripherals / Networking / Mini PCs / Chassis / Coolers / Power Supply Units / Optical Disc Drives / SSDs / Gaming Chairs / Certified Powered by ASUS PCs / Pre-Built or Custom PCs with ASUS components) in a single invoice during the promotion period from an authorised and participating ASUS retailers/resellers within Australia will entitle the participant 1 entry into the Major Prize Draw to win a complete ROG EVA-02 PC build.

This offer pertains only to relevant Australian stock and products and is not valid for products purchased from overseas or overseas stock. For example, if an end user purchases product/s from Amazon, but it is overseas stock, it is not eligible for the promotion.





For purchases in multiples of local currency \$100.00 (including GST) in a single invoice, entries will be recorded accordingly without the need for the participant to send in multiple entries.

e.g. AUD\$250.00 (including GST) spent on ASUS eligible products in a single invoice/receipt automatically receives 2 chances in the draw.

For purchases of any Pre-Built or Custom PCs with ASUS components where the invoice shows the prices of each individual ASUS component, for every local currency of \$100.00 spent on ASUS product/s, the entrant will be entitled to one (1) entry in the draw.

For purchases of any Pre-Built or Custom PCs with ASUS components that do not show prices of individual ASUS components on the invoice, but with ASUS motherboard and graphics card installed, for every local currency of \$1000.00 spent, entrant will be entitled to ten (10) entries in the draw. PC Systems that only include either motherboard or graphics card component will not be eligible.

### How to Enter:

- 1. Purchase any eligible ASUS product during the promotion period from an authorized and participating ASUS retailer/reseller within Australia to be eligible to register for a chance to win a complete ROG EVA-02 PC build.
- 2. Complete registration via <a href="https://www.asus.com/au/events">https://www.asus.com/au/events</a> including:
  - i. Upload a photo of the serial number printed on the product itself as mandatory proof of ownership\*, AND the original invoice as mandatory proof of purchase and upload online.\*\*

\*No photos will be accepted of the box only, or serial numbers still attached to the box. Photos must be of serial numbers printed on the actual product. \*\*The invoice must contain legible and legitimate details of the store which the eligible product was purchased, including store name, ABN, address, phone number and product code or name.

Entries and registrations will be deemed void if forged, manipulated, or tampered with in any way. The purchase date is determined by the date of the store tax invoice submitted by the customer with the claim.

All claims must be received on or prior to 23:59 (AEST) 7th April 2024 to qualify. No extensions will be given under any circumstances.

# **Prize Details**

There will be one (1) complete ROG EVA-02 PC build to be won.

## **Prize Restrictions**

- Prize has no cash alternative, is non-transferable and non-refundable.
- · Only one winner will be chosen.

## **Prize Draw**

The Prize draw will be conducted at the end of the Promotion Period, as follows: At ASUS Australia Pty Ltd, Suite 3.01, Level 3, 123 Epping Road, Macquarie Park, NSW 2113 in the presence of an independent scrutineer, at 15:00 (AEST) on Wednesday 10th April 2024 using online random draw. The first valid entry drawn will win the Prize.

The promoter may draw additional reserve entries in case an invalid entry or entrant is drawn, these reserve entries will also be considered if the prize is unclaimed for 3 months. The winner of a drawn prize is determined by chance.





In the event where the Prize Winner is unable to be contacted, or if the prize is not claimed within 3 months of the draw, then another Prize Winner will be chosen from the reserve entries. The re-draw winner will be notified as set out below.

Disqualified, incomplete, indecipherable, or illegible claims will be deemed invalid.

It is the responsibility of the claimant to provide the correct address to receive the Prize. The Promoter will not be responsible for the loss caused by couriers or wrong/incomplete shipping address provided.

#### **Notification of Winner**

The Major Prize Winner will be notified by Wednesday 10th April 2024.

The Major Prize Winner will be notified by phone and or/email. It is the responsibility of each entrant to ensure that the details in their entry form are correct, including without limitation an email address, and no responsibility will be taken by ASUS or any other promoter/prize facilitator of any incorrect or out of date information. Entrants must supply a valid phone number and email address with their entry. Invalid emails or uncontactable phone numbers will be disqualified from this competition.

The Promoter will publish the Prize Winner (with their expressed consent) on ASUS official websites and/or social media by Wednesday 10th April 2024. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence. Otherwise, the Prize Winner's details will not be announced or shared publicly.

## **Promotion Conditions**

- 1. This promotion is not valid for rental or leasing agreements.
- 2. Prizes are not transferable, assignable, or exchangeable for other goods or services.
- 3. Employees of the Promoter, its agencies, affiliate businesses and other entities in association with this Promotion together with their immediate families and members of the household of those persons are not eligible to enter.
- 4. Prizes cannot be redeemed for cash or other goods and services or sold to a third party including online auctions and private sales. Unused portions of the prize will be forfeited, and no compensation will be paid in lieu of that element of the prize.
- 5. The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters, and no correspondence will be entered in to.
- 6. Entries will be deemed void if forged, manipulated, or tampered with in any way.
- 7. The purchase date is determined by the date on the store tax invoice submitted by the customer with the claim.
- 8. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase) and claimants (including a claimant's identity, age and place of residence), and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process.
- 9. All entries are subject to verification by ASUS. ASUS reserves the right to reject any entry which does not comply with these terms and conditions.
- 10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 11. The Promoter accepts no responsibility for late, lost, or misdirected entries or other communications.
- 12. The Promoter's decision regarding the prize winner and eligibility is final and binding no correspondence will be entered into.
- 13. Entrants must retain a copy of their tax invoice for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation





- of ALL entrant's entries and forfeiture of any right to the incentive. The tax invoice must clearly specify the store of purchase, tax invoice number and purchase date.
- 14. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Prize Winner.
- 15. The Promoter collects personal information to conduct the Promotion. If the entrant checks the appropriate box on the online registration form, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any requests to update or correct information to the Promoter. All entries become the property of the Promoter.
- 16. All images are for illustration purposes only.
- 17. ASUS makes every effort to ensure the accuracy of all information but takes no responsibility for any editorial, photographic, or typographic errors.
- 18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 19. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated during or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
- 20. Participants can address their enquiries to the promoter only to: <a href="mailto:oppromotion@asus.com">oppromotion@asus.com</a>, no other mechanism of communication is valid.

