

Next@Acer 2018 Sweepstakes Rules

NO PURCHASE OR ENTRY FEES NECESSARY TO ENTER OR INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

COMMON TERMS USED IN THESE RULES: These are the official rules (hereinafter "Rules") that govern how the "Next@Acer 2018" sweepstakes will operate. This will be referred to as the "Sweepstakes" throughout these Rules.

In these Rules, "Sponsor", "we", "our", and "us" refer to Acer Incorporated, located at 8F, No 88, Sec 1 Xintai 5th Rd, Xizhi, New Taipei City, Taiwan, the sponsor of the Sweepstakes. "You" refers to an eligible Sweepstakes entrant. For the avoidance of doubt, local subsidiaries of Acer Inc. shall not be deemed an organizer or sponsor of the Sweepstakes.

WHAT LAWS GOVERN THE WAY THIS SWEEPSTAKES IS EXECUTED AND ADMINISTERED? The laws of California shall govern this Sweepstakes, and by participating in it you consent to the exclusive jurisdiction and venue of the courts of Santa Clara County, California for any disputes arising out of this Sweepstakes.

WHAT ARE THE ENTRY DATES? This Sweepstakes starts at 12:01pm EDT on May 23, 2018 and ends at 12:00pm EDT on May 26, 2018 ("Entry Period"). Limit one (1) entry per person/email address during the Entry Period.

CAN I ENTER? You are eligible to enter this Sweepstakes if you meet the following requirements at the time of entry:

You are 18 years of age or older at the time of entry;

You are a legal resident of one of the fifty (50) United States (or the District of Columbia),

You are NOT an employee of Acer Inc. or any of its subsidiaries or agents;

You are NOT involved in any part of the administration and execution of this Sweepstakes;

You are NOT an immediate family (parent, sibling, spouse, child) or household member of an employee of Acer Inc. or any of its subsidiaries or agents, and You have a valid Acer ID. If you already have an Acer ID, you do not need to sign up again. If you do not have an Acer ID, signing up is free and available online at <https://account.acer.com/sso/create>.

(All eligible entrants shall be referred to herein as "Entrants".)

HOW TO ENTER / ENTRY CRITERIA

To enter during the Entry Period, sign up to or sign in with your Acer ID and follow the instructions to submit an Entry for the "Next@Acer 2018 Sweepstakes" online. To enter, the Entrant must answer the questions asked of them. You may be asked to consent to receive promotional emails or offers. This is optional. You are not required to give consent to receive such emails or offers in order to be eligible to enter in the Sweepstakes. Even if you consent, you may subsequently opt-out of receiving such e-mails or offers.

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.acer.com/ac/en/US/content/privacy>.

Limit of only one (1) entry per person/email address during the Entry Period, regardless of method of entry.

You may not create multiple accounts using multiple identities to enter the Sweepstakes. By submitting an Entry you agree to these Rules and confirm your Entry conforms to the Entry requirements.

We are not responsible for Entries that we do not receive for any reason, or for Entries that we receive but are not decipherable for any reason. We will at our sole discretion disqualify any Entry received in excess of the Entry limit (one entry per person during the Entry Period) and any Entries not meeting the Entry criteria.

By participating in this Sweepstakes, Entrants agree that the content of their entries, including, but not limited to, emails, instant messages, photographs, and videos, shall become the exclusive property of the Sponsor and may be used in promotion materials by the Sponsor, without payment or compensation to you, except where prohibited by law. The Sponsor reserves the right to deny any entry deemed

inappropriate for the Sweepstakes at any time.

WINNER DETERMINATION AND GRAND PRIZE

Sponsor will randomly select one potential winner from all eligible entries received during the Entry Period. One winner will receive one (1) Grand Prize of the Acer Swift 5 (SF514-52T-82WQ (NX.GTMAA.002)).

The potential winner will be notified within 30 days of the end of the Entry Period. The prize will be shipped between thirty and sixty days after confirmation of the winner. The winner will be announced between thirty and sixty days of the end of the Entry Period.

No cash or credit alternatives will be offered.

Prize cannot be used in conjunction with any other third party discounts or special offers. Technical specifications (including processor, disk storage, memory and device color, etc.) of awarded prize may vary depending on the availability of the prize model.

Approximate retail value of the Grand Prize is US \$1,399.99. Sponsor accepts no responsibility for any variation in the prize value. Prizes, or any unused portion of the prize, are not transferable or exchangeable for other goods or services and cannot be taken as cash. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner acknowledges that prize is awarded as-is, without warranty of any kind other than the manufacturer terms and conditions. Prize winner agrees to look solely to such manufacturer for any such warranty claim.

To the extent allowed by applicable laws, the Sponsor will 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 participation in the Sweepstakes or acceptance or use of the prize. The Sponsor will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Sponsor including without limitation technical malfunctions or failures. Tax implications may arise from

the receipt or use of a prize. The Sponsor may collect necessary information from the winners to fulfill local tax requirements. Independent financial advice should be sought.

Notifications: The potential winner will be notified by email based on the submitted contact details within 30 days of the end of the Entry Period. If the email is returned as undeliverable or if no response is received (when a response is required) within 7 days, Sponsor reserves the right to award the relevant prize to another Entrant using the same criteria as that used to select the original potential winner (random draw from among all remaining eligible entries).

Fulfillment of prizes:

The winner will be required to provide their full name, postal address, email address and phone number so that the prizes can be delivered to them. Sponsor accepts no responsibility for any notifications or prizes lost or delayed in the post or electronic transmission.

If there is a dispute as to who is a winner, we will consider the winner to be the authorized account holder of the email account used to enter the Sweepstakes.

If you are confirmed as a winner of this Sweepstakes:

You accept that prize may not be exactly as it appears or is advertised. If for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value.

You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner; and

If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

As a condition of receiving a prize, you will be required to complete and return and Affidavit of Eligibility and Liability Release, and a Publicity Release (except where prohibited by law).

You accept your name may appear on a winner's list or Winner Announcement Page.

WHAT ARE YOUR ODDS OF WINNING?

Odds of winning depend on the number of eligible entries received and the

completion of the required actions by the winners. One (1) winner will be selected from all eligible entries received.

WHAT CONDITIONS ARE YOU AGREEING TO BY ENTERING THIS SWEEPSTAKES?

By entering this Sweepstakes you agree:

To abide by these Rules; To release and hold harmless Sponsor and its affiliates from any and all liability or any injury, loss or damage of any kind arising from or in connection with participation in this Sweepstakes or any prize won; that Sponsor's decisions will be final and binding on all matters related to this Sweepstakes; that Sponsor or its contractors may contact you to administer the Sweepstakes via email; and that by entering this Sweepstakes and / or accepting a prize, Sponsor may use your Entry, your likeness and your proper name and state of residence online and in print, or in any other media, in connection with this Sweepstakes, without payment or compensation to you, except where prohibited by law.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE SWEEPSTAKES CAN'T RUN AS PLANNED?

In the event of a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) and affects the fairness and / or integrity of this Sweepstakes, we reserve the right to cancel, change or suspend this Sweepstakes. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Sweepstakes, we reserve the right to randomly select a winner from among all eligible Entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt to compromise the integrity or the legitimate operation of this Sweepstakes by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law and we may ban you from participating in any future Acer promotions.

GOVERNING LANGUAGE

These official rules are executed in English and may be translated into other languages as deemed necessary. Any discrepancy or contradiction to the translation,

the English version shall prevail.

ARBITRATION; 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 (Arbitration; 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.

WINNERS LIST

For the name of the winner, visit the Sweepstakes page no later than July 31, 2018.