

## Terms & Conditions - " GIGABYTE AORUS MB & Intel CPU Cashback "

This promotion - " **GIGABYTE AORUS MB & Intel CPU Cashback** " will be executed by GIGABYTE TECHNOLOGY CO., LTD. and eligible Partners. The customers accept the following terms and conditions ("T&C") by their participation (article 9: "Approval").

### 1. Legal conditions

This information about refund and participation, combined with the GIGABYTE Terms of Use Notice and the GIGABYTE Privacy Policy, are the basis of these T&Cs. The promotion is limited (first 600 participants) and by participating in the promotion, the customer agrees to these T&Cs. GIGABYTE is allowed to change these T&Cs with proper communication and announcement. Participants are obliged to accept these changes.

### 2. Purchase period

The promotion begins at 00:01 Central European Time ("CET") on 06.12.2021 and ends at 23:59 CET on 25.12.2021 ("Promotion period"). The promotional product(s) (see promotional products) need(s) to be bought from one eligible partner (see etailer list below) within the "Promotion period" and "Promotion area".

### 3. Redeem period and the right to participate (setting period)

After the promotion period, offer for a customer to submit a redeem application is valid from 21.12.2021 up to and including 23.01.2022, for the purchase of an eligible product (MB+CPU). The offer is limited to one entry per person (same name, same address and / or e-mail address). The offer is reserved for live and adult persons living in France (including Corsica), the United Kingdom, Spain, Germany and Poland. The participation requires a user registration to the official AORUS member account. You can find the registration form here:

FR <https://member.aorus.com/fr/login>

UK <https://member.aorus.com/gb/login>

ES <https://member.aorus.com/es/login>

DE <https://member.aorus.com/de/login>

PL <https://member.aorus.com/pl/login>

GIGABYTE employees, employees from GIGABYTE affiliates and/or partners or cooperating companies and agencies, dealers, distributors and their employees/relatives are not eligible to participate in the promotion. Moreover, corporate/commercial customers are not allowed to claim in this promotion.

#### **4. Subject and rules of participation**

By participating in this promotion, participants may receive a bonus in form of a monetary value in the currency of the applicable promotion area, stated in the attachment.

The participant needs to buy a valid bundled “promotional product” within the “promotional period” in the “promotion area” from one of the eligible partners in the participants country of residence, the redeem application can be submitted only 14 days after the purchase and needs to claim between 00:01 (“CET) on 21.12.2021 until 23:59 (“CET) on 23.01.2022 via the GIGABYTE online form, set here: [www.gigabyte-emea-offer.com](http://www.gigabyte-emea-offer.com)

The form needs to be filled complete and properly, stating personal information, a valid invoice of the merchant (from which the promotional product(s) was/were bought), serial number of the GIGABYTE product and valid detailed bank account details.

Furthermore, the participant needs to upload a valid invoice. Personal invoice information (name, address) have to correspond to the redemption information submitted.

After examination and approval of the application, GIGABYTE will transfer the participant's bonus to the specified bank account provided by the customer. This process can take up to 60 working days. Should a transfer attempt by GIGABYTE or its appointed agents fail, GIGABYTE is not obliged to make another attempt.

If a participant is not permitted to accept money transactions because of national or international laws or restrictions of his financial service providers or financial service provider of GIGABYTE or its authorized agents, this will lead to the immediate exclusion from the promotion. GIGABYTE or its authorized agents are not obliged to inform the customer. Money will only be transferred, as long as the participant is also the owner of the bank account.

Invoices must be corresponding to local legal requirements. The Promotion cannot be combined with a different GIGABYTE promotion.

#### **5. Promotional products**

It is necessary to buy a participating product or product bundle stated on the “promotional products” list. Lent, leased, sample or used products are excluded from the promotion. A delivery note, receipt or an order confirmation of a sales platform (note this when buying on the internet) are not a sufficient proof of purchase.

Products that violate the intellectual property of GIGABYTE or its affiliates in any way, are excluded from the promotion.

Every participant is only allowed to claim one eligible product bundle per promotion. Any double claim attempts found might cause all related promotion claims to be disqualified.

If the participant returns his promotional product, the promotion claim will be cancelled. Already paid-out claims have to be refunded to GIGABYTE, Next to this, GIGABYTE will take legal steps against fraudulent or abusive attempts.

The promotion cannot be combined with a different GIGABYTE promotion.

The participant has to purchase from an eligible retailer in his residential country.

## **6. Redemption**

The redeem application can be submitted only 14 days after the purchase.

The participant receives a confirmation email after the submission of his claim. By successfully passing the validation process the participant will receive his bonus as monetary value. The validation process can take up to 8 weeks maximum.

In case of missing or non-valid proof of purchase, the customer will be notified via email to the email address provided during the online registration process; consequently, the customer will have seven (7) days to send a valid proof of purchase. Should the promoter not receive the above-mentioned documentation within 7 days, the application will be rejected. It is the customer's responsibility to check, periodically, all inboxes, including the SPAM folder, to ensure the correct receipt of all communications.

If the participant has not received his cashback within 90 days after registration, it is the responsibility of the participant to contact the support team via Contact Form <https://gigabyte-emea-offer.com/contact/> to initiate an investigation.

The customer has the opportunity to check his claim status on his user profile on [www.gigabyte-emea-offer.com](http://www.gigabyte-emea-offer.com)

## **7. Early termination**

GIGABYTE reserve the right to discontinue or terminate the Promotion at any time, after proper communication and announcement with 10 days advance notice if there happen to be malfunctions, disruptions, frauds, viruses or similar incidents and if administration, security, fairness, integrity or the procedure of the Promotion are affected. There are no options or demands following the early termination.

## **8. Data privacy**

The Participants agree for GIGABYTE to keep their personal data such as names, addresses, invoice and other information listed in the GIGABYTE online form through this promotion and under the GIGABYTE Privacy Policy: <https://profile.gigabyte.com/PrivacyPolicy.aspx>

The data is collected by GIGA-BYTE TECHNOLOGY CO.,LTD. located in the No.6, Baoqiang Rd., Xindian Dist.,New Taipei City 231, Taiwan, R.O.C and its service provider QWAMPLIFY ACTIVATION for the

management of the advertising offer and for the necessary purpose of this promotion activity during the period.

If you wish to correct, modify, or deleted your personal data, you may do so through the settings in your profile in the applicable platform. Where profile settings are not accessible/applicable, or if you wish to raise a complaint /question on how we have handled your personal data, you can contact our Data Manager at [mydata@gigabyte.com](mailto:mydata@gigabyte.com)

## **9. Approval**

By submitting the registration form, the participant declares that he has taken note of and agrees to these conditions of participation. GIGABYTE reserves the right to change or correct these terms and conditions at any time. If the participant does not accept the change of the conditions of participation, he can withdraw his registration by contacting the support team via <https://gigabyte-emea-offer.com/contact/>

Recourse to the courts is not permitted.

Any claims for damages to GIGABYTE and its employees or vicarious agents in connection with the promotion, for whatever legal reason, are limited to cases of intent or gross negligence to the extent permitted by law. The terms of conditions as well as the participation itself are subject to the local law. Place of jurisdiction is Amsterdam in Netherland.

## I) Promotional Products, Cashback Value and Exchange Rates

Eligible Bundles and Cashback Value (EUR)

<b>BUNDLE PRODUCT MATRIX</b>			
<b>Cash Back</b>	<b>Bundle Type</b>	<b>Motherboard</b>	<b>CPU</b>
260 €	Extreme	Z590 AORUS XTREME WB	Core i9-11900K Core i9-11900KF Core i9-11900 Core i9-11900F Core i7-11700K Core i7-11700KF Core i7-11700 Core i7-11700F Core i5-11600K Core i5-11600KF Core i5-11600 Core i5-11500 Core i5-11400 Core i5-11400F
		Z590 AORUS XTREME	
80 €	Master	Z590 AORUS MASTER	
		Z590 VISION D	
		Z590 AORUS ULTRA	
		Z590I VISION D	
		Z590I AORUS ULTRA	
60 €	Performance	Z590 AORUS PRO AX	
		Z590 VISION G	
		Z590 AORUS ELITE AX	
		Z590 AORUS ELITE	
40 €	Mainstream	Z590 GAMING X	
		Z590 UD AC	
		Z590M GAMING X	
		Z590 D	
		Z590M	

Exchange Rates

<b>EUR</b>	<b>PLN</b>	<b>GBP</b>
260	1194,75	218,85
80	367,62	67,34
60	275,71	50,5
40	183,81	33,67

Exchange rates effective from 06.12.2021 to 28.02.2022 and subject to change without notice.

## II) Eligible Etailers list

COUNTRY	Etailer List
DACH	Mindfactory
	Alternate
	Caseking
	Notebooksbilliger
	Amazon
	Cyberport
	Computeruniverse
	Mediamarkt
	Saturn
	Digitec
	Steg
	Equippr
	UNITED KINGDOM
CCL	
eBuyer	
OCUK	
AWD IT	
BOX	
SPAIN	PCComponentes
	COOLMOD
	NEOBYTE
	LIFE
	RED
	VERSUS GAMERS
FRANCE	LDLC
	Topachat
	Materiel.net
	RDC
	Cybertek
	Cdiscount
	Grosbill
POLAND	X-kom
	Morele
	Komputronik
	Proline
	Euro RTV AGD
	Media Expert