

**TERMS & CONDITIONS FOR THE MICROSOFT SURFACE YEAR END BONANZA PROMOTION (The “Promotion”).**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND INGRAM MICRO MALAYSIA SDN BHD (“**INGRAM MICRO**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Promotion is organised by Ingram Micro Malaysia Sdn Bhd (“Ingram Micro”).

2. **Promotion Period:**

2.1 Promotion Period (“**Promotion Period**”): 15<sup>th</sup> December to 31<sup>st</sup> December 2023.

2.2 Submission Deadline: **14<sup>th</sup> January 2024, 11:59PM.**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

3.1.1. All residents of Malaysia aged 18 years and above are eligible to participate in the Promotion.

3.1.2. If the Participant is below eighteen (18) years of age as at the date of submission, the Participant must obtain the appropriate permission and release from a parent or legal guardian in order to participate in the Promotion.

3.1.3. Only individuals are eligible to participate in the Promotion. Groups, organisations and company entries are **not eligible.**

3.2. **Not eligible**

The following are not eligible to participate in the Promotion:

3.2.1. Employees of Ingram Micro and its related corporations and their immediate family members.

3.2.2. Employees of any party, including but not limited to agents of Ingram Micro, dealers and/or retailers, which is directly involved in organising, promoting, or conducting the Promotion.

3.2.3. Individuals engaging or are, in Ingram Micro’s opinion, likely to engage in sub-wholesale, resale or sale of the Eligible Microsoft Surface Device to downstream distributors or retailers.

3.3. **Eligible Products**

For the purpose of this Promotion, the following models are individually referred to as “**Eligible Microsoft Surface Device**”:

Eligible Microsoft Surface Device		
Part Number	Model	Tech Specs
QCB-00013	Surface Pro 9	i5/8GB/128GB SSD/Platinum
QEZ-00030		i5/8GB/256GB SSD/Graphite
QEZ-00047		i5/8GB/256GB SSD/Sapphire
QEZ-00064		i5/8GB/256GB SSD/Forest
QIL-00030		i7/16GB/256GB SSD/Graphite
QIX-00030		i7/16GB/512GB SSD/Graphite
XK1-00068	Surface Laptop Go 3	i5/8GB/256GB SSD/Ice Blue
QZI-00018	Surface Laptop 5	13 inch/i5/8GB/256GB SSD/Platinum
R8N-00043		13 inch/i5/16GB/512GB SSD/Black
RBG-00043		13 inch/i7/16GB/512GB SSD/Black
RBY-00018		15 inch/i7/8GB/256GB SSD/Platinum
RIP-00043		15 inch/i7/16GB/512GB SSD/Black

8V6-00009	Surface Go 3	Pentium 6500Y/4GB/64GB/Platinum
8VA-00009		Pentium 6500Y/8GB/128GB SSD/Platinum
8VC-00009		i3/8GB/128GB SSD/Platinum
8VA-00024		Pentium 6500Y/8GB/128GB SSD/Black
8VC-00024		i3/8GB/128GB SSD/Black
E4K-00013	Surface Pro X	SQ1™/8GB/128GB SSD/Platinum
8QC-00017	Surface Laptop Go 2	i5/8GB/128GB SSD/Platinum
5M8-00017	Surface Laptop 4	13 inch/R5/8GB/128GB SSD/Platinum

- 3.4. All Eligible Products must be purchased from any of the following Eligible Microsoft Surface Authorised Resellers and their subsidiaries, including physical and online stores (“**Eligible Authorised Resellers**”) as listed below:

<b>Eligible Microsoft Surface Authorised Resellers and their Subsidiaries</b>
ALL IT HYPERMARKET SDN BHD
ELITETRAX MARKETING SDN BHD (HARVEY NORMAN)
SENHENG ELECTRIC (KL) SDN BHD
o SENQ DIGITAL STATIONS
SNS NETWORK (M) SDN BHD
o GLOO STORE
o ITWORLD
THUNDER MATCH TECHNOLOGY SDN BHD
P.C. IMAGE SDN BHD
o P.C. IMAGE ELECTRONIC SDN BHD
o GADGET FUSION SDN BHD
o TOPMACRO NETWORK SDN BHD

#### **4. How To Participate.**

- 4.1. To qualify for the Promotion, participants must purchase any Eligible Authorised Resellers in a single invoice, or receipt.
- 4.2. The Eligible Microsoft Surface Device must be purchased within the Promotion Period as indicated in the proof of purchase.
- 4.3. Subject always to clause 4.5 and clause 5, for every eligible purchase, you are entitled to one (1) free Touch 'n Go eWallet worth RM50, RM100 or RM200 depending on the product purchased.
- 4.4. Participants must submit their entry with their particulars in a manner set out in clause 4.5.1.
- 4.5. Participation Details
- 4.5.1. Participants who wish to enter the Promotion must submit their particulars in the following manner:
- Step 1 Scan the QR code found on the promotion material, or go to <http://bit.ly/3RhhZ4B>.
- Step 2 On the Online Submission Form, fill in completely all the necessary details.
- Step 3 Upload a scan/photocopy of the following:
- i) The product's serial number.
  - ii) Your purchase invoice/receipt.
- Step 4 Click Submit.
- 4.5.2. Full contact details of the Microsoft Surface Year End Bonanza Programme Centre (“**Programme Centre**”) is as follows:
- c/o Apostrophe Marketing Communications Sdn Bhd  
Unit 26-8, Oval Damansara, 685 Jalan Damansara,  
Taman Tun Dr Ismail, 60000 Kuala Lumpur, Malaysia.  
Office hours: Monday – Friday, 9AM – 6PM.  
Contact person: Ms. Irene  
Tel: +603 2711 1172  
Email address: [ingram.mssurface@apostrophe.com.my](mailto:ingram.mssurface@apostrophe.com.my)

- 4.5.3. For submissions that are successful, participants will receive an email notification. For inquiries, please contact the Programme Centre, details of which are set out at Clause 4.5.2. above.
- 4.5.4. All submissions received after **14<sup>th</sup> January 2024, 11:59PM** shall not be accepted.
- 4.5.5. When submitting your redemption in the Online Submission Form, Participants must provide the same personal details found in the purchase invoice/receipt.
- 4.5.6. Participants must include all necessary details in the Online Submission Form. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have all required details, without/incorrect/incomplete or unreadable serial number photo, without/incorrect/incomplete or unreadable proof of purchase, or have incomplete details in the proof of purchase (incomplete purchase item description, without participant's name, mobile phone number, email address, purchase item, serial number, quantity, purchase unit price, invoice number, or invoice date).
- 4.5.7. Every single invoice, or receipt is entitled to one (1) redemption only. For avoidable of doubt, if there are two Eligible Microsoft Surface Devices purchased in a single invoice, or receipt, with one eligible for eWallet worth RM50, and one eligible for eWallet worth RM100, Participants will be entitled to only one (1) redemption, the higher valued Gift, ie. eWallet worth RM100.
- 4.5.8. Each participant is entitled to a maximum of one (1) unit free gift redemption only.
- 4.5.9. All costs incurred in submitting the Promotion entry shall be borne by the participant.
- 4.5.10. Participants must retain the original paid invoice, and/or receipt as proof of purchase. Participants may be required to present original proof of purchase when receiving their Gift.
- 4.6. This Promotion is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.
- 5. Gifts.**
- 5.1. Gifts are given strictly on a first-come-first-served basis, and while stocks last only.
- 5.2. The gifts will be determined as follows:

Eligible Microsoft Surface Device			Free Gift (RM)
Part Number	Model	Tech Specs	
QCB-00013	Surface Pro 9	i5/8GB/128GB SSD/Platinum	100
QEZ-00030		i5/8GB/256GB SSD/Graphite	200
QEZ-00047		i5/8GB/256GB SSD/Sapphire	200
QEZ-00064		i5/8GB/256GB SSD/Forest	200
QIL-00030		i7/16GB/256GB SSD/Graphite	200
QIX-00030		i7/16GB/512GB SSD/Graphite	200
XK1-00068	Surface Laptop Go 3	i5/8GB/256GB SSD/Ice Blue	200
QZI-00018	Surface Laptop 5	13 inch/i5/8GB/256GB SSD/Platinum	200
R8N-00043		13 inch/i5/16GB/512GB SSD/Black	200
RBG-00043		13 inch/i7/16GB/512GB SSD/Black	200
RBY-00018		15 inch/i7/8GB/256GB SSD/Platinum	200
RIP-00043		15 inch/i7/16GB/512GB SSD/Black	200
8V6-00009	Surface Go 3	Pentium 6500Y/4GB/64GB/Platinum	50
8VA-00009		Pentium 6500Y/8GB/128GB SSD/Platinum	50
8VC-00009		i3/8GB/128GB SSD/Platinum	50
8VA-00024		Pentium 6500Y/8GB/128GB SSD/Black	50
8VC-00024		i3/8GB/128GB SSD/Black	50
E4K-00013	Surface Pro X	SQ1™/8GB/128GB SSD/Platinum	50

8QC-00017	Surface Laptop Go 2	i5/8GB/128GB SSD/Platinum	50
5M8-00017	Surface Laptop 4	13 inch/R5/8GB/128GB SSD/Platinum	50

- 5.3. The free gift will be in the form of a Touch 'n Go eWallet Reload Pin. The gifts are non-transferable, non-returnable or not exchangeable for cash, credit, voucher and such other items in part or in full value.
- 5.4. The validity period for the Gift is 3 months from the date of purchase of the Reload Pin.
- 5.5. The usage of the eWallet shall be subject to the terms and conditions set by the issuing company.

**6. How Gifts recipient will be notified.**

- 6.1. The eligible recipients of the gifts will be informed by email by the Programme Centre.

**7. Claiming a Gift.**

- 7.1. Gift recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Ingram Micro, the sponsor of the Gifts, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion, and acceptance and/or use of the Gifts and confirms his/her compliance with applicable terms and conditions.
- 7.2. Gifts will be sent via email to recipients by the Programme Centre within 30 days from the date of submission.
- 7.3. Gift recipients must provide your EMAIL ADDRESS in your submission ACCURATELY.
- 7.4. Ingram Micro shall not be responsible for any error in sending the Gifts via email caused by inaccurate details provided by the Gift recipients. No resending of Gifts will be entertained.
- 7.5. It is the responsibility of the Gift recipients to keep the Reload Pin confidential, not share it with other parties, and to utilize it before its expiration date. The Organiser shall not be responsible for any expired, lost, or stolen Touch 'n Go eWallet Reload Pin, and no replacement will be provided for any reason whatsoever.
- 7.6. In the event of a disqualification after the Gifts have been awarded, the Organiser reserves the right to demand the return of the Gift or payment of its equivalent value from the disqualified participants.

**8. How to use the Gifts.**

Gifts	How To Use
Touch 'n Go	<ol style="list-style-type: none"> <li>1. A Touch 'n Go Reload Pin will be sent to the customer's email address.</li> <li>2. Open the Touch 'n Go eWallet app.</li> <li>3. Tap +Reload.</li> <li>4. Tap eWallet Balance.</li> <li>5. Tap Touch 'n Go eWallet Reload Pin.</li> <li>6. Enter the reload pin.</li> <li>7. Click RELOAD NOW.</li> </ol>

- 9. Ingram Micro shall not be responsible for any printing or typographical errors in any materials or for registrations, submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Promotion. Proof of submission shall not constitute proof of receipt by Ingram Micro. If any information provided on a submission is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
- 10. Goods as Gifts. Where Gifts under the Promotion are items/goods, they shall be subject to availability and may not be substituted for cash. Ingram Micro reserves the right to offer alternative Gifts of similar monetary value, without prior notice. If Gifts involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Ingram Micro does not accept any responsibility for them. In particular, Gifts are provided by Ingram Micro on an "AS IS" basis without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.

11. Taxes, etc. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on Gifts shall be fully borne by the participant.
12. Ingram Micro, its related and associated companies, and its agencies and companies associated with this Promotion disclaim any and all liability arising from this Promotion and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Promotion, submission and/or usage of Gift(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The participant undertakes that they shall not bring any claims or actions against Ingram Micro or its related and associated companies arising out of the operation of the Promotion, whether in contract, tort or otherwise.
13. The participant hereby grants Ingram Micro the right to use, keep, share and / or publish any personal information you have provided for purpose of this Promotion, including all personal data submitted by the participant, in accordance with Ingram Micro's Privacy Policy. For information on Ingram Micro's Privacy Policy, please see <https://my.ingrammicro-asia.com/legal/pdpp>.
14. Ingram Micro's decision is final and binding. In the event of any dispute arising from the Promotion, or relating to the interpretation of these Terms and Conditions, the decision of Ingram Micro on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
15. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in Ingram Micro's sole and absolute discretion, you will immediately be disqualified from the Promotion. Dishonesty includes, but is not limited to, counterfeiting invoices, or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of Ingram Micro websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the submission process.  
**ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF INGRAM MICRO'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, INGRAM MICRO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
16. No waiver. Ingram Micro's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
17. Modification of these Terms and Conditions, etc. Ingram Micro may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
18. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
19. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
20. Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law, and are subject to all applicable laws.

## **PRIVACY NOTICE**

The personal data you provide to Ingram Micro pursuant to this Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. Entries submitted without the personal data required will be discarded. Ingram Micro may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Ingram Micro at [enquiry.my@ingrammicro.com](mailto:enquiry.my@ingrammicro.com).

## **NOTIS PRIVASI**

Data peribadi yang anda beri kepada Ingram Micro menurut Promosi ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Ingram Micro mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadkan pemprosesan kami, sila berhubung dengan Ingram Micro di [enquiry.my@ingrammicro.com](mailto:enquiry.my@ingrammicro.com).