

Terms & Conditions - "AORUS MB & AMD Ryzen CPU Cashback"

This promotion - "GIGABYTE MB & AMD Ryzen 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. 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. Promotion period

The promotion begins at 00:01 Central European Time ("CET") on 18.12.2019 and ends at 23:59 CET on 15.01.2020 ("Promotion period"). The promotional product(s) (see promotional products) need(s) to be bought from one eligible partner (see retailer list below) within the "Promotion period" and "Promotion area".

3. Right to participate (setting period)

Offer valid from 02/01/2020 up to and including 15/02/2020, for the purchase one of the eligible bundle (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 the Corsican), the United Kingdom, Spain, Germany, Switzerland, Poland and Czech Republic. This offer is reserved for the first 1 500 participants. The participation requires a user registration to the official AORUS member account. You can find the registration form here:

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 02.01.2020 until 23:59 ("CET) on 15.02.2020 via the GIGABYTE online form, set here: 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 <https://contact-consommateurs.qwamplify.com/> (to be confirmed by QWA) to initiate an investigation.

The customer has the opportunity to check his claim status on his user profile on 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. with a share capital of 7.485 billion EURO 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 absolutely necessary for the duration.

GIGABYTE authorizes QWAMPLIFY to collect the personal data from participant via the participation form, during the promotion 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.

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://contact-consommateurs.qwamplify.com/>. (to be confirmed by QWA).

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)

BUNDLE	CPU	MB	EUR
EXTREME BUNDLE	3970X 3960X	TRX40 AORUS XTREME	200 €
		TRX40 DESIGNARE	
		TRX40 AORUS PRO WIFI	
MASTER BUNDLE	3950X	X570 AORUS XTREME	160 €
		X570 AORUS MASTER	
PRO BUNDLE	3900X 3800X 3700X	X570 AORUS ULTRA	80 €
		X570 AORUS PRO	
		X570 I AORUS PRO WIFI	
ELITE BUNDLE	3600X 3600	X570 AORUS ELITE	50 €
		X570 GAMING X	
		X570 UD	

Exchange Rates

EUR	CHF	GBP	PLN	CZK
200	219	168	856	5 108
160	175	135	685	4 086
80	87	67	342	2 043

50	55	42	214	1 277
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Exchange rates effective from 18/12/2019 to 08/02/2020 and subject to change without notice.