

## Terms and Conditions of “Predator: IEM Celebration Xbox Game Pass For PC Promotion”

These terms and conditions specify the rules, extent and conditions for participating in the “Predator: IEM Celebration Xbox Game Pass For PC Promotion” at [uk-offers.acer.com](http://uk-offers.acer.com) (hereinafter the Promotion).

### Clause 1 General provisions

1. The Promotion is organised WEC SP. Z O.O. , with registered office at the following address: ul. Jasnogórska 151, 31-358 Cracow, Poland NIP (Tax Identification Number): 9452232133, REGON (Official National Business Register Number): 385019389, hereinafter referred to as the Organiser who acts for Acer UK, the Sponsor of prizes.
2. These terms and conditions (hereinafter the Terms and Conditions) specify the rules for participating in the Promotion organised by the Organiser and contain conditions for participation that the Participant accepts by participating in the Promotion.

### Clause 2 Rules of Promotion

1. Only UK residents who are over the age of 18 and with full legal capacity may participate in the Promotion.
2. No employees or representatives of the Organiser and the Sponsor, or their closest relatives, may participate in the Promotion. Closest relatives shall be understood as: ascendants, descendants, siblings, spouses and life partners.
3. The Promotion commences on **1<sup>st</sup> March 2020** and ends on **30th April 2021 at 11:59 pm UK Time, or when the prize pool is exhausted**. This period shall be hereinafter referred to as the Duration of the Promotion.
4. The conditions for participating in the Promotion are as follows:
  - a. purchase of products, specified in Clause 5 hereof, by the Participant during the Duration of the Promotion in UK land-based and online from participating retailers
  - b. within 14 calendar days from the date of purchase, by adding a scanned image/photo of the proof of purchase together with a serial number physically cut out with the use of scissors from the laptop packaging, notification of forename and surname, email address, telephone no. and shipping address in the application available at <http://uk-offers.acer.com>
2. By virtue of participation in the Promotion, the Participants shall not be entitled to obtain any reimbursement of costs or any other expenses incurred by the Participants.
3. The act of participation in the Promotion shall be understood as the Participant’s acceptance of these Terms and Conditions in full and commitment to comply with

them. By participating in the Promotion, the Participant also confirms his/her compliance with all conditions that entitle him/her to participate in the Promotion.

4. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

### Clause 3 Prizes

1. Prizes for Participants:

- a. Triton 300 purchase = 6 months Xbox Game Pass, worth up to £47.98. Please note the Xbox Game Pass for PC will be sent as multiple codes (consisting of 2 x 3 month codes = 6 months total). These codes are stackable on an Xbox Game Pass account.
- b. Helios 300 purchase = 6 months Xbox Game Pass for PC code, worth up to £47.98. Please note the Xbox Game Pass for PC will be sent as multiple codes (consisting of 2 x 3 month codes = 6 months total). These codes are stackable on an Xbox Game Pass account.
- c. Triton 500 purchase = 12 months Xbox Game Pass for PC code(s) worth up to £95.96. Please note the Xbox Game Pass for PC will be sent as multiple codes (consisting of 4 x 3 month codes = 12 months total). These codes are stackable on an Xbox Game Pass account.
- d. Helios 700 purchase = 12 months Xbox Game Pass for PC code(s) worth up to £95.96. Please note the Xbox Game Pass for PC will be sent as multiple codes (consisting of 4 x 3 month codes = 12 months total). These codes are stackable on an Xbox Game Pass account.
- e. Predator Desktop purchase = 3 months Xbox Game Pass for PC code, worth up to £23.99

### **Microsoft Xbox Game Pass for PC Terms**

No credit card required. Valid for use in the EU/EFTA countries. No expiration date. To play on PC: after redeeming, follow instructions at [xbox.com/gamepass-forpc](https://xbox.com/gamepass-forpc). Use your active Xbox Game Pass for PC membership to play PC games on Windows 10 PC. Not supported: Windows 10 in S mode and ARM devices. Maximum 36 months redeemed per account at a time. App download, Windows update(s) and storage required. System requirements vary by game; performance scales with higher end systems. Game titles and number vary over time and by region. If a game is removed from catalog, purchased in-game content requires separate game purchase. Requires download(s) (significant storage, broadband, and ISP fees apply) and Microsoft account. May require additional hardware and subscriptions. Age restrictions apply. Terms and exclusions apply to discount offers. Service, features, and requirements may change or be retired. Subject to Microsoft Services Agreement ([microsoft.com/msa](https://microsoft.com/msa)). If you are an existing Xbox Game Pass Ultimate member, a conversion

ratio applies. Except as required by law, codes are non-refundable. xbox.com/gamepass  
©/™/® 2020 Microsoft.

2. The Participant may obtain a prize if he/she purchases one of the products set forth in Clause 5 hereof in one of the (land-based or online) stores indicated therein:
  - a. Acer UK Store
  - b. Amazon
  - c. AO.com
  - d. Argos
  - e. Box
  - f. BuyItDirect
  - g. Ebuyer
  - h. Very
  - i. Scan
  - j. Overclockers

and makes a notification of such purchase with the use of application available at uk-offers.acer.com as stipulated in Clause 2.4, (b) hereof.

3. The prizes shall be awarded according to the chronological order of notifications received until the pool of prizes is exhausted. Information that the pool of prizes has been exhausted shall be available at uk-offers.acer.com, Predator Gaming UK's fanpage on Facebook and in stores participating in the Promotion. The number of prizes is limited to 10,000 sets.
4. The winners' names and countries can be obtained by sending a stamped addressed envelope to [WEĆ Public Relations, ul. Jasnogórska 151, 31-358 Kraków, Poland] OR an email to [promotions@wec24.pl]] within [10] of days after the date of the closing date of the prize draw.
5. The Organiser shall send the awarded Prize within 90 business days from the date of making a proper notification according to Clause 2.4(b), = hereof.
6. The Organiser excludes the possibility of paying financial equivalent for any of the Prizes or exchanging them for different ones.
7. One person may notify of a purchase of more than one device. Multiple entries from the same person for the purchase of the same device will be disqualified.

### Clause 5 List of products covered by the Promotion

1. The following products purchased during the Promotion in land-based or online stores shall be covered by the Promotion:

Product	Description	List of eligible laptops' Part Numbers (PN):
Laptops	Acer Predator Laptops	NH.Q7CEK.001 NH.Q7CEK.002 NH.Q7YEK.003 NH.Q7QEK.002 NH.Q7XEK.006 NH.Q9VEK.004 NH.Q91EK.001 NH.Q92EK.001 NH.Q9HEK.001
Desktops	Acer Predator desktops	DG.E21EK.006 DG.E21EK.007 DG.E21EK.002 DG.E21EK.003 DG.E21EK.004 DG.E1YEK.004 DG.E1YEK.002 DG.E1YEK.001 DG.E20EK.002 DG.E16EK.002 DG.E15EK.007 DG.E24EK.001 DG.E24EK.002 DG.E24EK.003

### Clause 6 Personal data

1. The Participants shall be able to participate in the Promotion only if they give consent to the processing of their personal data for the purposes connected with the conducting of the Promotion. Giving consent is voluntary, however, failure to do so shall exclude the possibility of participating in the Promotion.
2. The Controller collects the following types of personal data:
  - a. Forename and surname or company name
  - b. Email address
  - c. Telephone no.
  - d. Data referring to purchased products
2. The Organiser is the Controller of Participant's personal data.

3. The Organiser shall process the Participants' personal data on the basis of granted consent for the purposes of: (I) conducting the Promotion, (II) delivering prizes, (III) collecting participants' opinions about the conducted Promotion, (IV) sending information connected with the Promotion by email or regular post.
4. The Participant has the right to withdraw his or her consent at any time. The withdrawal of such consent shall not affect the lawfulness of processing based on consent before its withdrawal.
5. The Controller shall process personal data until the Promotion is over and all claims resulting from the Promotion become time-barred.
6. The Participant has the right to request from the Controller access to and rectification or erasure of personal data or restriction of processing of such personal data. The Participant has also the right to request data portability.
7. The Participant shall have the right to object to the processing of personal data by the Controller.
8. The Participant shall have the right to lodge a complaint with a supervisory authority i.e. the UK Supervisory Authority, the Information Commissioner's Office (ICO).  
Address: Information Commissioner's Office, Wycliffe House Water Lane, Wilmslow, Cheshire, SK9 5AF, Telephone: 0303 123 1113
9. The Controller does not make decisions solely in an automated manner or use personal data for profiling.
10. Personal data is not transferred outside the European Economic Area.
11. The Organiser shall have the right to submit Participants' personal data to service providers that cooperate with the Organiser in the conducting of the Promotion solely for the purposes of processing such personal data to the extent set forth in this Clause.
12. The Organiser shall not share personal data to third parties for marketing purposes.
13. The detailed extent of personal data protection and the Participants' rights are set forth in the Privacy Policy constituting an attachment hereto.

### Clause 7 Final provisions

1. For more information, please contact the Organiser at [promotions@wec24.pl](mailto:promotions@wec24.pl). Replies shall be sent within 10 business days.
2. These Terms and Conditions are available for review in the Organiser's registered office and at [uk-offers.acer.com](http://uk-offers.acer.com).
3. The act of participation in the Promotion is understood as the Participant's acceptance hereof in full. The Participant undertakes to comply with the rules set forth herein and also confirms his/her compliance with all conditions that entitle him/her to participate in the Promotion.
4. The Participant who does not comply with the conditions stipulated herein shall not be entitled to a prize.
5. The Organiser shall not be liable for the Participant's incorrect indication of his/her address for correspondence, which shall make the shipment of his/her prize impossible. In such situation, the Organiser shall contact the Participant in order to obtain such Participant's correct address and if it is not possible on grounds of

incorrect contact details or no response from the Participant, such prize will return to the pool.

6. The decision of the Organiser regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it
7. The Privacy Policy detailing the rules for personal data protection by the Organiser shall constitute an integral part hereof.
8. All matters not regulated herein shall be governed by English Law.

## **PRIVACY POLICY**

### **I. GENERAL PROVISIONS**

1. The controller of personal data obtained from the Participants of Promotion called "Predator: IEM Celebration Xbox Game Pass For PC Promotion" shall be ul. Jasnogórska 151, 31-358 Cracow, Poland NIP (Tax Identification Number): 9452232133, REGON (Official National Business Register Number): 385019389, hereinafter referred to as the "Controller".
2. Personal data shall be processed by the Controller according to the act on personal data protection of 10 May 2018, act on the provision of electronic services of 18 July 2002 and according to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
3. The Controller shall use his best efforts to protect the interests of data subjects and, in particular, he ensures that personal data collected by him are:
  - a. processed lawfully, fairly and in a transparent manner in relation to the data subject;
  - b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
  - c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
  - d. accurate and, where necessary, kept up to date;
  - e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
  - f. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

### **II. PURPOSE AND EXTENT OF DATA COLLECTION**

1. Personal data collected by the Controller are used by the Controller for the purposes of (I) conducting the Promotion, (II) delivering prizes, (III) collecting participants' opinions about the conducted Promotion, (IV) sending information connected with the Promotion by email or regular post.
2. The Controller processes the following Personal Data:
3. Forename and surname or company name
4. Email address
5. Telephone no.
6. Data referring to purchased products
7. The Controller may share personal data to service providers based in the UK who provide IT and logistic services but only for the purposes stipulated in Clause 4.
8. The Controller does not transfer personal data outside the European Economic Area (EEA).

### **III. GROUNDS FOR DATA PROCESSING**

1. The Controller shall only use personal data when the law allows the Controller to. Most commonly, the Controller shall use personal data in the following circumstances:
  - a. Where the Controller needs to conduct the promotion
  - b. Where it is necessary for the Controller's legitimate interests (or those of a third party) and the data subject's interests and fundamental rights do not override those interests.
  - c. Where the Controller needs to comply with a legal obligation.
2. The Controller shall process personal data for marketing purposes on the basis of the data subject's consent expressed freely and voluntarily. The data subject can opt out of receiving marketing at the point of entry. The Controller does not share personal data to third party for marketing purposes.
3. Where the Controller needs to collect personal data by law, or under the terms of the promotion, and the data subject fails to provide that data when requested, the Controller may not be able to conduct the promotion the data subject is entering into. In this case, the Controller has the right to cancel the promotion subject to notifying the data subject.
4. The Controller shall keep personal data of the Participants until the Promotion is over and all claims resulting from the Promotion become time-barred.

### **DATA SECURITY**

The Controller has put in place appropriate security measures to prevent the data subject's personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, the Controller limit access to the personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process the personal data on the Controller's instructions and they are subject to a duty of confidentiality.

The Controller has put in place procedures to deal with any suspected personal data breach and will notify the data subject and any applicable regulator of a breach where the Controller is legally required to do so.

### **IV. RIGHTS BY THE DATA SUBJECT**

#### **A. ACCESS TO DATA**

1. The data subject shall have the right to obtain from the Controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:
  - a. the purposes of the processing;
  - b. the categories of personal data processed;
  - c. the recipients or categories of recipient to whom the personal data have been or shall be disclosed, in particular recipients in third countries or international organisations, as well as safeguards used when submitting data to recipients in third countries or international organisations;



- d. where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
  - e. the existence of the right to request from the Controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
  - f. the right to lodge a complaint with a supervisory authority;
  - g. where the personal data are not collected from the data subject, any available information as to their source;
  - h. the existence of automated decision-making, including profiling.
2. Upon request, the Controller shall provide a copy of the personal data undergoing processing. First copy is free of charge. For any further copies requested by the data subject, the Controller may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form.

## **B. RECTIFICATION**

The data subject shall have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

## **C. ERASURE OF DATA**

The data subject shall have the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay and the Controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:

- a. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- b. the data subject withdraws consent on which the processing is based and where there is no other legal ground for the processing;
- c. the data subject objects to the processing and there are no overriding legitimate grounds for the processing;
- d. the data subject objects to the processing of data for the purposes of direct marketing;
- e. the personal data have been unlawfully processed;
- f. the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the Controller is subject;
- g. the personal data have been collected in relation to the offer of information society services.

## **D. RESTRICTION OF PROCESSING**

1. The data subject shall have the right to obtain from the Controller restriction of processing where one of the following applies:
  - a. the accuracy of the personal data is contested by the data subject, for a period enabling the Controller to verify the accuracy of the personal data;
  - b. the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
  - c. the Controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
  - d. the data subject has objected to processing pending the verification whether the legitimate grounds of the Controller override those of the data subject.
2. Where processing has been restricted under Clause 16, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State. A data subject who has obtained restriction of processing shall be informed by the Controller before the restriction of processing is lifted.

#### **E. PORTABILITY OF DATA**

1. The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to the Controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Controller to which the personal data have been provided, where the processing is based on consent or on a contract and the processing is carried out by automated means.
2. In exercising his or her right to data portability as stated above, the data subject shall have the right to have the personal data transmitted directly from one Controller to another, where technically feasible.
3. The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

#### **F. OBJECTION**

1. The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based Clause 6(1)(e) or (f) of Regulation of the European Parliament and of the Council (EU) no. 2016/679 of 27 April 2016, including profiling based on those provisions.
2. The Controller shall no longer process the personal data unless the Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.
3. Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the data subject objects to processing for direct

marketing purposes, the personal data shall no longer be processed for such purposes.

#### **G. EXERCISING OF RIGHTS**

The exercising of the aforementioned rights shall be based on a request submitted to the Controller in writing or by email to [promotions@wec24.pl](mailto:promotions@wec24.pl). The same email address may be used for submitting any questions regarding data subject's rights. The Controller shall use his best efforts to explain such rights in a clear and easy way and enable data subject to exercise such rights.

#### **H. COMPLAINT**

Every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes this Regulation. Such complaint may be lodged with the Polish Supervisory Authority i.e. the President of the Data Protection Authority (pl. Urząd Ochrony Danych Osobowych), address: ul. Stawki 2, 00-193 Warsaw.

### **VI. FINAL PROVISIONS**

1. The Controller does not make decisions solely in an automated manner or use personal data for profiling.
2. The data subject's rights, described in detail herein, result from generally applicable provisions of law and the provisions hereof shall not restrict such rights in any manner.
3. The extent to which the data subject can exercise his/her rights may be limited by law, in particular on grounds of other rights and freedoms of other persons or on grounds of public interest.
4. In order to ensure a high level of personal data protection, the Controller shall take regular actions aimed at reviewing this privacy policy and amending it if there is a change in the extent of personal data processed or in the technology of personal data processing or in the applicable provisions of law or in the guidelines for the application of such provisions of law.