

## #CreateWithBenQ PD3420Q Holiday Contest

### Overview

#CreateWithBenQ (the “Event”) is an online event organized by BenQ America Corp. (“BenQ” or “Promoter”).

Entry and eligibility for prizes are governed under the Terms and Conditions below.

### Terms and Conditions

By entering the Event, Participants agree to be bound by these Terms and Conditions.

### Definitions

“**Promoter**” is BenQ America Corp., whose registered office is at 3200 Park Center Drive, Suite 150, Costa Mesa, CA 92626, U.S.A.

“**Event**”, is the Create with BenQ contest, aka the Contest, or #CreateWithBenQ).

“**Participant**” is any person that is eligible to enter the contest, accepts these Terms and Conditions and posts a submission, per Contest rules.

### How to Enter

There is no entry fee or purchase of the Promoter’s products necessary to enter the Event.

Participants must be 18 or older and be residents in the continental United States. The Event is void wherever restricted or prohibited by law. By participating in the Event, the Participant accepts and agrees to be bound by these Terms and Conditions.

To enter, the Participant must submit an original 1080x1350px JPG or PNG graphic to [this Dropbox](#), labeled with name and email, from November 16 – December 23, 2020.

### Winner Selection

Winners will be determined by two (2) judges selected by the Promoter who will use the criteria listed below. Each category will be graded on a scale of 0-5, with 5 being the highest score per category. The scores will be averaged.

1. Technical skills: Is the design executed well technically?
2. Creative skills: Originality of the design.
3. Storytelling skills: Does the design embody the story it is supposed to tell?

The scores and winners selection will rest in the sole and un-appealable discretion of the judges.

### Contest Duration

The Contest starts at 12:00 am EST on November 16, 2020, and ends at 23:59 pm EST on December 23, 2020.

### **Prizes**

- **Grand Prize:**  
The winning Participant will receive one (1) PD3420Q ultrawide monitor and \$1000.00, and the Participant's submission will appear on the BenQ.com website.
- **Second Prize:**  
The second prize winner will receive one (1) PD3220U monitor and \$600.00.
- **Third Prize:**  
The third prize winner will receive one (1) PD2700U monitor and \$500.00.

The Promoter reserves the right to substitute a prize of equal or greater value.

The prizes are non-exchangeable and not redeemable for cash, credit, or any other items or services. Winners are responsible for any tax resulting from their receipt of a prize.

### **Winner Announcement**

The Promoter will announce the winner(s) on January 8, 2021 on the AQCOLORbyBenQ Instagram page and BenQ North America social media accounts. The winning submission will appear on the PD3420Q product page on BenQ.com through January 31, 2020.

Winners will be notified through Instagram's direct messaging and/or email.

All winning claims will be subject to the Promoter's examination and confirmation. The Promoter in its sole discretion will make the final determination regarding the winner(s).

### **Prize Delivery**

Winning Participants must provide their contact information, confirmation that they are 18 or older, and shipping address for delivery of Prizes to a valid physical address in the continental United States. P.O. boxes will not be accepted as valid addresses.

As the Event is only open to Participants who are legal residents of the United States, the Promoter will not ship prizes to addresses outside the United States. The Promoter, however, in its exclusive discretion, may consider exceptions on a case-by-case basis, for example legal residents of the United States living temporarily overseas, US military personnel stationed elsewhere in the world, and so forth. Notwithstanding the foregoing the Promoter makes no promise to ship prizes outside the United States but will be open to petitions on a case-by-case basis if needed.

If the Promoter does not receive contact and shipping information from a winner within fourteen (14) days after the winner announcement, that winner's qualification will be canceled and the prize will be forfeited without compensation of any kind.

### **Prohibited Conduct and Disqualification**

- Participant usernames cannot include any defamatory, obscene, vulgar, profane, repulsive, or offensive words, phrases, or inferences.
- No Event entries that are automatically generated by computer or completed by third parties or in bulk will be accepted or deemed effective.
- Illegible, false, altered, reconstructed, forged, or tampered Event entries will be disqualified.
- All submissions must be original creations. Participant assumes liability for copyright and trademark adherence.
- Any discriminatory, abusive, obscene, lewd, threatening or insulting behavior by a Participant during the Event or toward any Participant or Promoter staff will result in the immediate disqualification and disqualification of their participation.

The Promoter reserves the right to determine a violation of any of the above in its sole and un-appealable discretion.

Furthermore, the Promoter reserves the right to restrict or cancel any entry to the Event and/or the eligibility for receiving a prize if in the Promoter's opinion and sole discretion a Participant carries out any actual or anticipated breach of any applicable law or regulation, or otherwise violates any of these Terms and Conditions, or commits or is suspected of fraud or misrepresentation.

### **Disclaimers**

The Promoter will not be liable for the lack of accuracy, completeness, and security of any data input or output, content or services not offered by the Promoter, or any loss or damage to a Participant's (or any other person's) account, devices, data, or virtual properties related to or resulting from the Event, including but not limited to downloading any materials, postal failure, equipment failure, and technical malfunction of systems, satellites, networks, internet connectivity, servers, computer hardware, or software.

Participants are responsible for implementing sufficient procedures and precautions to satisfy their particular requirements for anti-virus protection and accuracy of data, and reconstruction of lost data. The Promoter assumes no responsibility of, and will not be held liable for, any conduct or statement by any Participant.

PARTICIPANTS HEREIN AGREE THAT IN NO EVENT OR CIRCUMSTANCES WILL THE PROMOTER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, OR BENQ INFLUENCERS (COLLECTIVELY THE "BENQ PARTIES"), BE LIABLE FOR CLAIMS AND/OR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, CAUSE OF ACTION OR NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION OF, OR INABILITY TO PARTICIPATE IN, THE EVENT, AT ANY TIME AND FOR ANY PERIOD, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER BASED ON TORT,

NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF THE BENQ PARTIES MAY HAVE BEEN ADVISED ACCORDINGLY.

### **Change to Terms and Conditions and Event**

The Promoter reserves the right to, at any time, revise or update these Terms and Conditions, and to modify or discontinue, temporarily or permanently, the Event with or without reason, including without limitation due to any human error, technical failure, or force majeure. Any change to the Terms and Conditions or the Event will be published on the Promoter's websites and/or social media accounts. Continued participation following such changes means the acceptance of such changes.

### **Handling of Personal Information/ Privacy**

Each Participant agrees that any personal information provided by them will be: (a) processed in accordance with the BenQ Privacy Policy, which is available at <https://www.benq.com/en-us/policy/privacy-policy.html>; and (b) used by the Promoter and their respective agents and suppliers to administer the Event and to enable the Promoter to publicize the Event, before and after, in any media.

The Promoter's Privacy Policy describes our practices concerning data that you provide or that we may collect about you arising out of or in relation to the Event, and you consent to our use and disclosure of such data in compliance with the Privacy Policy.

As a condition for any winner to be awarded a prize in connection with the Event, such winner agrees to execute a release that will constitute consent for the disclosure and use of the winner's personal information and the winner's name, image, and likeness for promotional purposes.

### **Entire Agreement**

These Terms and Conditions and the BenQ Privacy Policy constitute the sole and entire agreement between the Participants and the Promoter regarding the Event and supersede all prior and contemporaneous, written and oral, understandings, agreements, representations, and warranties.

### **Waiver**

No waiver by the Promoter of any term or condition set out in these Terms and Conditions will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Promoter to assert a right or provision hereunder will not constitute a waiver of such right or provision.

### **Severability**

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, or unenforceable for any reason, such provision will be eliminated or limited to its minimal enforceable extent, while all remaining provisions of the Terms and Conditions will continue in full force and effect.

### **Choice of Law**

Any disputes hereunder will be adjudicated under the laws of the State of California and Participants agree to submit to the jurisdiction of the courts in Orange County, California and specifically waive any rights to any other jurisdiction or venue. The prevailing party will be awarded attorney's fees.

**Contact Information**

Please contact the BenQ Support Team with any questions at this email address:

[Ellen.Zarate@benq.com](mailto:Ellen.Zarate@benq.com), [Irina.Scalabrino@benq.com](mailto:Irina.Scalabrino@benq.com)