

## **#AcedIt Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

THIS SWEEPSTAKES IS SPONSORED BY ACER AMERICA CORPORATION. IT IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH GOLF CHANNEL, NBCUNIVERSAL, FACEBOOK OR TWITTER. You understand that you are providing your information to Acer America Corporation (“Acer”) and not to Golf Channel, NBCUniversal, Facebook or Twitter. You can view Acer’s privacy policy at <http://www.acer.com/ac/en/US/content/privacy>.

### **1. Eligibility**

#AcedIt Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of Acer, Ladies Pro Golf Association (LPGA), Sync Marketing LLC, Rational Interaction, Inc., and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive the prize, you must fully comply with these Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

### **2. Sponsor and Administrator**

Sponsor: Acer America Corporation, 1730 North First Street, Suite 400, San Jose, CA 95112.

Administrator: Sync Marketing LLC, 10960 Wellworth Avenue, Unit 301, Los Angeles, CA 90024.

### **3. Timing**

Sweepstakes begins January 16, 2020 at 12:01 a.m. Eastern Time and ends December 20, 2020 at 11:59 p.m. Eastern Time (“Sweepstakes Entry Period”). Sponsor is the official time keeper for this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, local laws.

### **4. How to Enter**

Each time there is a hole-in-one during an LPGA event (a “Triggering Event”) during the Sweepstakes Entry Period, the Sponsor will post a message on its Facebook page and Twitter page that invites people to comment on Facebook or reply on Twitter to the message to enter the Sweepstakes (the “Entry Message”). There will be two ways to enter after each Entry Message is posted.

- Enter through Facebook. You will receive one (1) entry if you comment to the post with ‘#AcedIt’ and tell how an Acer device would make an impact in your life within 48 hours after the Entry Message is posted on the Sponsor’s Facebook page (<https://www.facebook.com/AcerUSA>).
- Enter through Twitter. You will receive one (1) entry if you reply ‘#AcedIt’ to the post, follow @AcerAmerica and tell how an Acer device would make an impact in your life within 48 hours after the Entry Message is tweeted on the Sponsor’s Twitter page (<https://twitter.com/AcerAmerica>).

For each Triggering Event there will be a separate Entry Message. There is no maximum or minimum number of Triggering Events that will occur during the Sweepstakes Entry Period. Entries received in connection with one Triggering Event do not carry over into entries for subsequent Triggering Events. A hole-in-one is only a Triggering Event if the Sponsor posts an Entry Message.

Special Considerations for Facebook Entries: You must allow Acer to communicate with you on Facebook (not blocked). To participate in the Sweepstakes, if you do not already have a Facebook account, download the free Facebook application (compatible with iPhone, iPod touch, iPad and Android) and create an account as instructed. Getting a Facebook account is free. Facebook’s Terms of Service can be found at <https://www.facebook.com/terms>. **Limit of one entry per person per Facebook account and per Entry Message.** Use of multiple Facebook accounts to enter by the same individual is prohibited and may result in disqualification.

Special Considerations for Twitter Entries: You must have your Twitter profile settings as PUBLIC (not protected). To participate in the Sweepstakes, if you do not already have a Twitter account, download the free Twitter application (compatible with iPhone, iPod touch, iPad and Android) and create an account as instructed. Getting a Twitter account is free. Twitter’s Terms of Service can be found at <https://twitter.com/tos?lang=en>. **Limit of one entry per person per Twitter account and per Entry Message.** Use of multiple Twitter accounts to enter by the same individual is prohibited and may result in disqualification.

## 5. Winner Determination

Approximately three (3) days after a Triggering Event and subsequent posting of an Entry Message, Administrator will select one (1) entry for the grand prize described below in a random drawing of all valid entries received within the 48 hour period in connection with the specific Entry Message. Odds of winning depend on the number of eligible entries received in connection with the specific Entry Message. ACER WILL SEND A DIRECT MESSAGE ON FACEBOOK TO THE POTENTIAL WINNER WHO ENTERED VIA FACEBOOK AND WILL BE REQUIRED TO RESPOND WITHIN 48 HOURS OF THE TIME NOTIFICATION WAS SENT. ACER WILL SEND A DIRECT MESSAGE ON TWITTER FROM @ACERAMERICA TO THE POTENTIAL WINNER WHO ENTERED VIA TWITTER AND WILL BE REQUIRED TO RESPOND VIA EMAIL WITHIN 48 HOURS OF THE TIME NOTIFICATION WAS SENT . Potential winner must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. It is recommended that you confirm your Facebook and/or Twitter notification settings are turned on. Sponsor’s decisions as to the administration and operation of the Sweepstakes and the selection of potential winner(s) is final and binding in all matters related to the Sweepstakes. Failure to respond within 48 hours from the time the Sponsor sent the initial notification will result in disqualification. Limit of one prize per person for the entire Sweepstakes.

**6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.**

**7. Verification of Potential Winners**

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential winner, if any.

**8. Grand Prize**

One (1) grand prize per Triggering Event will be awarded. Grand prize winner will receive an Acer Swift 3 Laptop. Approximate retail value of each grand prize is \$629.99USD.

For all Prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner (or parent / legal guardian if winner is a minor) is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Rules.

**9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator, Golf Channel, NBCUniversal, Ladies Pro Golf Association, Rational Interaction, Inc. and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize

(including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded as-is, without warranty of any kind other than the manufacturer terms and conditions. Each prize winner agrees to look solely to such manufacturer for any such warranty or guarantee claim. Prizes will be delivered in approximately 6-8 weeks after confirmation of each winner's eligibility. Award of prizes will be coordinated by Sponsor.

#### **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times violating the specified entry limit or through the use of multiple Facebook or Twitter accounts or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

#### **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) undelivered communications or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) any

injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

### 13. Disputes

- (a) Arbitration. To the fullest extent provided by law, all disputes arising out of the Sweepstakes and these Official Rules will be resolved exclusively and finally by binding single-arbitrator arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. YOU SPECIFICALLY WAIVE YOUR RIGHT TO A JURY TRIAL.**
- (b) AAA Not Available. If AAA ceases operations or is otherwise unable or unwilling to arbitrate the dispute, you and the other party you name in the dispute will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis.
- (c) Place of Arbitration. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation you choose.
- (d) Reimbursement of Arbitration Fees. If you prevail in the arbitration you will be reimbursed for any fees you paid to AAA in connection with the arbitration.
- (e) Decision of Arbitrator Binding. **Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate Disputes through a court and/or to litigate claims on a class-wide or class-action basis. You expressly and knowingly waive those rights and agree to resolve any disputes in accordance with the provisions of this section.**

Arbitration Clause Void. If this Section (Disputes) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, in which case any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California Superior Court located in Santa Clara County, California. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws

of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### **14. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <http://www.acer.com/ac/en/US/content/privacy>.

#### **15. Sweepstakes Results**

For Sweepstakes results, send an email with the subject line of "Winners List – #AcedIt Sweepstakes" to [info@syncmarketing.net](mailto:info@syncmarketing.net). Requests for the Winner's List must be received by February 28, 2021.

For questions, send an email to [info@syncmarketing.net](mailto:info@syncmarketing.net).

*This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Golf Channel, NBCUniversal, Facebook or Twitter. Any and all questions, comments or complaints regarding the Sweepstakes must be directed only to Administrator and not Golf Channel, NBCUniversal, Facebook or Twitter.*