

Terms & Conditions (“T&C”) for the Power Supply Genius Campaign

This Power Supply Genius Campaign (“**Campaign**”) is organized by Rohde & Schwarz Regional Headquarters Singapore Pte. Ltd. (“**Rohde & Schwarz**”). The purpose of the Campaign is to market and promote Rohde & Schwarz’s products to existing and potential customers.

By registering and participating in this Campaign, you represent and warrant that you have met the eligibility criteria set out under these terms and conditions governing the rules of the Campaign and you agree to be bound by the terms and conditions herein.

1. Term

This Campaign will commence on 16th September 2024 at 08.00 a.m. and ends on 30th November 2024 at 11.59 p.m. The dates and time herein refer to Singapore Time (**SGT**).

2. Eligibility and Participation in the Campaign

- a. This Campaign is open to all individuals residing in the Asia Pacific region countries (which are Singapore (**SG**), Malaysia (**MY**), Thailand (**TH**), Philippines (**PH**), Vietnam (**VN**), Indonesia (**ID**), India (**IN**), Japan (**JP**), Korea (**KR**), and Australia (**AU**)) who are (i) aged 18 and above at the commencement date of the Campaign; (ii) authorised by his/her employer company to participate in this Campaign; and (iii) not prohibited in any manner by any person, entity, authority or law from participating in this Campaign or any similar campaign.
- b. This Campaign is not open to (i) Rohde & Schwarz and its associated companies’ employees, consultants, advisors, or agents; (ii) Rohde & Schwarz’s distributors, partners, and suppliers; (iii) the family members of persons of (i) and (ii); (iv) any other entity or person as Rohde & Schwarz may deem ineligible for whatsoever reason.
- c. Participation in this Campaign is free, with no purchase or payment obligation.
- d. You represent and warrant that you are duly authorized by your company in representing your company to participate in this Campaign. You must have truthfully and accurately provided your information, including full name, company email address, designation and etc, in the online entry form at the Campaign landing page [https://www.rohde-schwarz.com/campaigns/power-supply-genius_257883.html]. Please note that any personal email address such as “gmail” and “hotmail” are not eligible for the entry of the Campaign. Rohde & Schwarz reserves its right to disqualify your participation based on inaccurate, false or incomplete information.
- e. Rohde & Schwarz may require all documents that is necessary to confirm the participant’s eligibility prior to awarding any prizes. Rohde & Schwarz reserves its right to disqualify any participant, who does not fulfil the requirements determined by Rohde & Schwarz for this Campaign, without notice and will not be entitled to any prize.
- f. Multiple valid entries from the same individual are pooled for a single winning chance. Participant’s chance to win weekly prize and grand prize of the Campaign is not mutually exclusive.
- g. To stand a chance to win the prizes of the Campaign, you must (i) complete the online entry form; and (ii) answer all quiz questions correctly. No prize will be awarded to winners who do not comply with the aforementioned conditions.

3. Prize notification

- a. The prizes are as stated on the campaign page.
 - i. Grand prize: one (1) unit of R&S@NGC102 power supply ;
 - ii. Weekly prize: one (1) Starbucks eGift card worth USD \$20.
- b. Rohde & Schwarz will conduct the lucky draw sessions for the draw of weekly prize on every Monday at 10.00 a.m. which the first draw of the weekly prize falls on 23rd September 2024 (Monday) at 10.00 a.m., and subsequent draw of weekly prize(s) on every subsequent Monday at 10.00 a.m., except for the week before the draw of the grand prize. The lucky draw session of the grand prize will be conducted on 2nd December 2024 (Monday) at 10.00 a.m.
- c. Rohde & Schwarz will conduct the draw of weekly prize and draw of grand prize at the stipulated time and date stated in paragraph (b) above which the details of the venue for the draw will be provided in the Campaign landing page. Rohde & Schwarz will announce the winners of the prizes at the Campaign website which the details of the participants will be released on the website and social media platform during the Campaign. Please note that there will not be lucky draw session in the event there is no eligible participant for that week.
- d. The prize winner(s) will be notified by email within seven (7) days after the drawing at the contact details provided by the eligible participant.
- e. In the event the selected winner cannot be contacted by email for more than seven (7) days after the first attempt was made, he will be deemed as having waived his right to claim the prize and will not be entitled to any prize or any kind of compensation.
- f. In the event of unavailability of a stated prize(s), Rohde & Schwarz reserves the right to substitute with item(s) of similar value. Any such decision is at Rohde & Schwarz's sole discretion and shall be final.
- g. Reporting and payment of any taxes, fees, customs, duties, insurance or other amounts owed in connection with any prize are the sole responsibility of the winner.
- h. Prizes are non-transferable, non-exchangeable, or not redeemable for cash or any other alternative. No substitutions will be allowed unless otherwise stated. All winners will accept the prizes "as is" which Rohde & Schwarz expressly disclaims any warranty regarding the prizes.
- i. The grand prize will be delivered to the winner at a mutually agreed location and date.

4. Terms and conditions regarding the Grand Prize

- a. Rohde & Schwarz expressly disclaims any representation and warranty as to its merchantability, quality, and whatsoever regarding the grand prize. The title and risk of the grand prize shall pass to the employer company that the winner represents upon delivery of the grand prize.
- b. The employer company that the winner represents shall be granted a non-exclusive, non-transferrable, non-sublicensable and revocable license to use the grand prize. The winner shall not modify, copy, reproduce, reverse engineer, decompile or disassemble the grand prize.
- c. The grand prize comes with a limited warranty of three (3) years which the detailed terms governing the warranty will be provided upon delivery of the grand prize.

5. Personal Data Protection

By participating in the Campaign, you agree that Rohde & Schwarz may collect, use and disclose your personal data as provided in the online entry form, for the following purposes, in accordance with the Personal Data Protection Act 2012 (“**PDPA**”) for:

- i. for the conduct and administration of the Campaign, including without limitation to contact the qualifying winners of the Lucky Draw;
- ii. to provide any marketing materials;
- iii. to use in marketing and promotional activities both online and offline.

6. Liability

- a. Rohde & Schwarz, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the ‘**Released Parties**’) will not be responsible for:
 - i. any late, lost, misrouted, garbled or distorted or damaged transmissions or entries;
 - ii. phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Rohde & Schwarz or the Released Parties’ reasonable control;
 - iii. any Campaign disruptions, injuries, losses or damages caused by events beyond the reasonable control of Rohde & Schwarz or the Released Parties by non-authorized human intervention; or
 - iv. any printing or typographical errors in any materials associated with the Campaign.
- b. By entering the Campaign, you agree that you release Rohde & Schwarz, and all Released Parties from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Campaign or delivery, acceptance, possession, use of or inability to use any prize (including but without limitation of any claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a cause of action of contract, tort (including negligence), misrepresentation, warranty or other actions.
- c. To the extent permitted by applicable law, in no event will the Rohde & Schwarz or the Released Parties be liable for any special, indirect, incidental, punitive or consequential damages, including loss of use, loss of profits or loss or damaged data, whether in an action in contract, tort (including negligence), misrepresentation or otherwise, arising out of or in any way connected to the participant’s participation in the Campaign or use or inability to use any equipment provided for use in the Campaign or any prize, even if a Released Party has been advised of the possibility of such damages. Without limiting the foregoing, everything on the Campaign website and in connection with the Campaign is provided on an “as is” basis, without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Miscellaneous

1. The Campaign, this Terms and Conditions and any action related thereto shall be governed by and construed by the laws of Singapore.

2. In the event of any disputes arising from the Campaign or under these Terms and Conditions, Rohde & Schwarz and the participant undertake to submit their dispute to an amicable discussion/ conciliation prior to any legal proceedings. If no agreement is reached between the parties within thirty (30) days after receipt of the notice for amicable discussion, either party may choose to proceed with further legal actions. The parties hereby agree to submit all disputes arising from or in connection to the Campaign to the exclusive jurisdiction of the courts of Singapore.
3. Rohde & Schwarz reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Campaign at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the Campaign.
4. Such reasons included but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of Rohde & Schwarz.

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