

Additional Terms and Conditions OF #CreateWithBenQ Retro Design Contest

By entering the Event, the Participant has affirmatively reviewed, accepted, and agreed to be bound by these Terms and Conditions.

Overview

#CreateWithBenQ Retro Design Contest (the “Event”) is an online event organized by BenQ America Corp. (“BenQ” or “Promoter”). This is a Skills Contest, and prizes are awarded based on skills and originality - not on chance. Entry and eligibility for prizes are governed under the Terms and Conditions below.

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 #CreateWithBenQ Retro Design Contest, aka the Contest.

“**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; Eligibility

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participants must be 18 or older and be residents in the continental United States, Hawaii and Alaska. Employees or the immediate family of BenQ employees are ineligible to participate in this Event. The Event is void wherever restricted or prohibited by law.

To enter,

1. Using the PD3205U image [here](#), design a retro version of the monitor
2. Follow @aqcolor_by_benq, then post your retro version of the monitor on Instagram using the hash tags #CreateWithBenQ #PD3205U #AQCOLOR
3. Upload your retro version [here](#) (the “Image”) and enter the contest

Free to enter. No purchase necessary. Entry period: 03/28/22 at 12:01 AM CST - 05/16/22 at 11:59 PM CST.

You may use any (one or more) of the provided images to create your version of the retro monitor. The Image must be min size 1080 X 1080, 1:1 ratio. Please use editing software to transform the Images. Posts must include all hashtags. Your Instagram account must be public. The Image must be a single original work created by the Participant, without any use of makeup, brand logos or names of any company, not infringing on the copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in your Image. The Image may not contain obscene, provocative, defamatory, sexually explicit, discriminatory (based on race, gender, religion, nationality, disability, sexual orientation or age), racist, bigoted, slanderous or

libelous, tortious or otherwise objectionable or inappropriate content. Only one (1) entry will be allowed for each Instagram account.

License of Image Copyright.

By submitting your Image under this Contest, you herein irrevocably grant to BenQ a non-exclusive license, without an expiration date, for all intellectual property rights to and/or related to the Image, including but not limited to copyright, without any further compensation other than the prize (if applicable) and without any restrictions of any nature for BenQ for BenQ to use in its commercial and marketing activities. You agree that BenQ has the right to use or not use the Image at BenQ's sole discretion.

Winner Selection

Winners will be determined by a panel of three (3) professional photographers selected by the Promoter ("Judges") 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: Does the design demonstrate high level imagination or novelty?
3. Originality: Uniqueness of the design.

A total of three (3) winners will be selected and ranked based on the average scores graded by the Judges. In the event of a tie, the score from the "technical skill" category will be used as tie breaker. The scores and winner's selection will rest in the sole and un-appealable discretion of the Judges.

Contest Duration

The Contest starts at 12:00 am CST on March 28, 2022, and ends at 11:59 pm CST on May 16, 2022. Any entry that is not submitted by the indicated deadline (for any reason whatsoever, including technical difficulties attributable to BenQ's website on Instagram account), that is incomplete, illegible or that does not comply with the Official Contest Rules will be automatically disqualified.

Prizes

1st place (1 winner) - BenQ [PD3205U](#) 32", 4K, HDR, USB-C, 99% sRGB designer monitor (MSRP \$799.99), plus \$1000 Visa Gift Card

2nd place (1 winner) - BenQ [PD3205U](#) 32", 4K, HDR, USB-C, 99% sRGB designer monitor (MSRP \$799.99), plus \$800 Visa Gift Card

3rd place (1 winner) - BenQ [PD3205U](#) 32", 4K, HDR, USB-C, 99% sRGB designer monitor (MSRP \$799.99), plus \$600 Visa Gift Card

Winners' submissions will appear on the BenQ.com website.

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. Winner is responsible for any tax resulting from their receipt of a prize.

Winner Announcement and Notification

The winners will be selected by the Judges on May 20, 2022 and announced on May 23, 2022 on Instagram @ aqcolor_by_benq page. The winning submission of the grand prize (1st place) winner will appear on the PD3205U product page on BenQ.com through June 30, 2022. A list of winners also can be obtained by contacting irina.scalabrino@benq.com no later than June 30, 2022.

The winner will be notified through Instagram's direct messaging and will have five (5) days from the date of the notification to respond with his or her full contact information and claim the prize or forfeit. In order to claim the prize, the potential winner will be required, at Promoter's sole discretion, to submit a copy of valid identification card and to complete an affidavit or declaration of eligibility and/or liability and publicity release ("Forms") which must be signed and returned to Promoter.

If the winner cannot be contacted within a reasonable time period, fails to respond to the email notification within the required time period, fails to execute and return the Forms within the required time period, is not in compliance with these Contest Terms and Conditions, or the prize notification is returned as undeliverable, such winner will be deemed to forfeit the prize.

If the winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in BenQ's sole discretion. Only one (1) alternate winner will be selected through this process, after which the applicable prize will remain un-awarded.

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

Prize is nontransferable. Prizes will only be delivered to a valid physical address in the continental United States Hawaii and Alaska. P.O. boxes will not be accepted as valid addresses. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Promoter. Allow 4-6 weeks after verification of winner status for the receipt of prize by courier.

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 and will indemnify BenQ for any third party claims in violation hereto.
- 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 unappealable 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.

THIS EVENT IS IN NO WAY SPONSORED, ADMINISTERED, OR ASSOCIATED WITH INSTAGRAM.

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.

Account Holder

In the event of a dispute arising or related to the Contest, the authorized Instagram account holder at time of entry will be deemed to be the participant. The "authorized account holder" is the natural person to whom an Instagram account is assigned. Each participant may be required to show proof of being the authorized account holder. In case of a dispute, the decision of Promoter is final.

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>; (b) used under the Terms and Conditions of the Contest, and (c) used by the Promoter and their respective agents and suppliers to administer the Event and to enable the Promoter to publicize the Event 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.

Release:

By entering this Event, each participant agrees, without limitation, to release and hold harmless BenQ America Corp. and its affiliates, licensees, franchisees, subsidiaries, advertising, promotion agencies, influencers, consultants and Instagram from any and all liability for any injuries, loss or damage of any kind in connection with this Event or acceptance and use of a prize won. By acceptance of a prize, winner further agrees to BenQ's use of his/her name, photo and/or likeness for the purposes of advertising, trade or promotion without further compensation (Tennessee residents excepted), unless prohibited by law.

Entire Agreement

All the Contest 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 the 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 the 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:

Irina.scalabrino@benq.com