

# Terms and Conditions and Privacy Policy

## Introduction

These Terms and Conditions and Privacy Policy are applicable to the C6 Duo Online Launch Event (c6duoww.myinnergie.com) website services (referred to hereafter as the "Website" or the "Event") created, generated, provided, maintained, managed, and/or hosted by Innergie, Delta Electronics, Inc. and/or its worldwide direct or indirect subsidiaries and affiliates (hereinafter collectively referred to as "Innergie" or "DELTA"), regardless by themselves or through any third party vendors or contractors. These Terms and Conditions and Privacy Policy also apply to any contents, resources, materials contented in, made available by and/or provided through the Website, including but not limited to software, manuals, reports, articles, services, press releases, graphics, texts, multimedia materials, related websites, and product information (collectively referred to hereafter as the "Contents").

Please carefully review these Terms and Conditions and Privacy Policy before you fill out and submit your personal information on this Website. They are written for the purpose of governing your use of the Website and how Innergie protects your personal information collected through this Website. By submitting your personal information, you acknowledge that you have read and agree to be bound by these Terms and Conditions and Privacy Policy and to comply with all applicable laws and regulations, including without limitation applicable export and re-export control laws and regulations regarding the transmission of technical data from the country in which you reside. If you do not fully agree with the Terms and Conditions and Privacy Policy, please do not use the Website and the Contents.

## Terms and Conditions

### I. Prize Draw

1. The prize draw (referred to hereafter as the "Prize Draw") is open to people aged above the age of majority of both the country they are

from and the country they reside in who submit their personal information with their valid email address.

2. By filling out and submitting your personal information on this Website, you are, at the same time, entering the Prize Draw.
3. The Prize Draw entry is limited to one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
4. The closing date of the Prize Draw will be specified in Innergie's official Facebook page (Thailand: <https://www.facebook.com/Innergie.Thai>; Singapore: <https://www.facebook.com/Innergie.Singapore>; Malaysia: <https://www.facebook.com/Innergie.Malaysia>). Visitors should only participate in the session of their country of residence. Entries received outside the time period specified in each region's Facebook page or from outside of these regions will not be considered.
5. The prizes of the Prize Draw are:
  - First Prize: "AirPods Pro + C6 Duo", which includes an AirPods Pro and an Innergie C6 Duo which the plug version (Fold, Intl, or single plug) will be randomly chosen, by Innergie, depending on stock availability upon dispatch. One winner will be randomly chosen to receive the First Prize.
  - Second Prize: "C6 Duo Fast-charge Set", which includes an Innergie C6 Duo, an Innergie MagiCable USB-C to USB-C Cable which the color will be randomly chosen, by Innergie, depending on stock availability upon dispatch, an Innergie L-C 1M Lightning to USB-C Cable which the color will be randomly chosen, by Innergie, depending on stock availability upon dispatch, and an Innergie pouch. Five winners will be randomly chosen to receive the Second Prize.
  - Third Prize: "L-C 1M Fast-charge Cable", which include an Innergie L-C 1M Lightning to USB-C Cable which the color will be randomly chosen, by Innergie, depending on stock availability upon dispatch. Ten winners will be chosen to receive the Third Prize.
6. The pictures of the prizes on the Website are for reference only. Innergie retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.

7. The winners of the prizes will be announced on Innergie's official Facebook Page (Thailand: <https://www.facebook.com/Innergie.Thai>; Singapore: <https://www.facebook.com/Innergie.Singapore>; Malaysia: <https://www.facebook.com/Innergie.Malaysia>). The winners will also be notified by email.
8. All winners must provide a valid postal address that is within either Thailand, Singapore, or Malaysia, depending on the session that they enrolled in, by replying the email notification to claim their prizes within 10 days of being notified by Innergie.
9. In the following situations, the winner's prize will be forfeited:
  - A winner fails to provide a valid postal address that is within either Thailand, Singapore, or Malaysia, depending on the session that they enrolled in within 10 days of being notified by Innergie.
  - A winner provides false personal information.
  - A winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions.
10. Innergie accepts no responsibility for any costs associated with the prize and not specifically included in the prize
11. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
12. Innergie reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Innergie in all matters under its control is final and binding and no correspondence will be entered into.
13. Innergie shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

## II. Third Party Links

The Website may include links to services supplied by or operated by third parties. We do not control such linked services, and are not responsible for their content, functionality or legality. Those third parties may collect data or solicit personal information from you; we are not responsible for the collection, use or disclosure of any information those services may collect. Linking to any other service or website from this Website is at your own risk.

### III. Ownership and Intellectual Property Right

The Websites and all Contents are protected by copyright and are owned or controlled by DELTA. You acknowledge that DELTA owns all legal rights, titles and interests in and to the Websites and Contents, including any DELTA trade names, trademarks, logos, domain names, and other distinctive brand features therein (whether those rights happen to be registered or not, and wherever in the world those rights may exist), and that they are protected by worldwide copyright laws and treaty provisions. You may not reproduce, modify, copy, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any Contents, and/or any other information, software, products or services obtained from the Websites without DELTA's prior written permission. DELTA does not grant any express or implied right to you under any intellectual property rights, including but not limited to patents, copyrights, trademarks, or trade secret.

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You are restricted from using Content and/or the Website in the following manner:

1. You may not use DELTA's logo, trade names, wording, graphics, trademarks (whether registered or un-registered) or any other element or elements that comprise the Websites' and/or Contents' general "look and feel" in other website or any other work.
2. You may not use the Websites and/or Content to produce material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise of an offensive or adult nature.

3. You may not use the Websites and/or Contents to molest or otherwise harass or harm another;
4. You may not collect or store any personal information about other users or entities.
5. You may not use the Websites and/or Contents in any manner that could damage, disable, overburden, or impair any DELTA server, or network(s) connections, disobey any requirements, procedures, policies or regulations of networks connected to the Website and/or Contents or interfere with any other party's use and enjoyment of the Websites and/or Contents.
6. You may not attempt to gain unauthorized access to any Websites and/or Contents, other accounts, computer systems or networks connected to any DELTA server, Websites and/or Contents, through hacking, password mining or any other means or obtain or attempt to obtain any materials or information through any means not intentionally made available through the Websites and/or Contents.

#### V. Disclaimer of Liability

You expressly understand and agree that your use of the websites and contents is at your sole risk and that the websites and contents are provided "as is" and "as available" without any express or implied warranty of any kind including warranties of merchantability, noninfringement of intellectual property, of fitness for any particular purpose. Any contents downloaded or otherwise obtained through the use of the websites is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download or access of any such contents.

You expressly understand and agree that delta shall not be liable to you for any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of any reliance placed by you on the completeness, accuracy or existence of any contents, or any changes delta may make to the services, products, documents, websites, contents or for any permanent or temporary cessation in the provision of the websites (or any features within the websites). In no event shall delta be liable for any direct, indirect, special or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or

in connection with the performance, use or inability to use any software, documents, contents, information, or the websites.

## VI. Revisions

DELTA reserves the right to modify, suspend, withdraw or discontinue, temporarily or permanently, the Websites and/or the Contents, in whole or in part, at any time without notice. You acknowledge and agree that DELTA shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Contents. DELTA may at any time revise and/or update these Terms of Use at its sole discretion. By using the Websites and/or accessing to the Contents, you agree to be bound by any such revisions and/or updates.

## VII. Termination of Use and Indemnification

Your rights to use the Websites and/or the Contents will be terminated automatically without notice if you fail to comply with the Terms of Use. In this regard, DELTA will not bear any responsibility to you. You agree to indemnify and hold DELTA and its officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Websites, access to the Contents, connection to the Websites, and/or your violation of these Terms of Use.

## VIII. General

These Terms of Use constitute the entire agreement between you and DELTA and govern your use of the Websites and/or Contents. The Terms and the relationship between you and DELTA shall be governed by the laws of Taiwan, R.O.C. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. In the case of any violation of these rules and regulations, DELTA reserves the right to seek all remedies available by law and in equity for such violations.

## **Privacy Policy**

### **I. Purpose**

We are committed to safeguarding the privacy of the personal information that we gather from you concerning you as Innergie's customers ("you" or "customers"). In this Privacy Policy for Customers (this "Policy") we explain:

1. what information we collect from you;
2. how we use that information; and
3. how you can get access, update or ask for removal of your information.

### **II. The Application of This Policy**

This Policy applies to your personal information that you put on the Website. This Policy gives effect to Innergie's commitment to protect your personal information and has been adopted by all of the separate and distinct legal entities that manage, operate, franchise, own and/or provide services to various Delta Electronics Inc.'s legal entities.

### **III. Information We Collect**

We collect information that you put on our Website in order to participate in the activity and to enroll in the Prize Draw. The information we collect includes your name, email address, home address, cell/office phone number, home number, the country where you are located, age, gender, interests, lifestyle, shopping behaviors, etc.

### **IV. How We Use Information We Collect**

We use personal data collected through the Website for the purposes below:

1. When responding to your queries and to resolve complaints
2. To contact winners of the prizes
3. To post the prizes to the winners
4. To distribute newsletters to subscribers
5. To enable you to share our content with others using social media or email

6. To carry out marketing analyses to better understand your interests and preferences so that we can make our marketing more relevant to your interests and preferences
7. To show you personalized advertising by identifying your interests and to create “segments” of particular types of audiences so that we may show you advertisements that may be more relevant to your interests and the “segments” you may be in. These “segments” are also used to inform the building of custom audiences so that we can identify our audience across third party websites, such as social media platforms like Facebook.

We will ask for your consent to process your personal data before you subscribe to our services.

#### V. Data Transfer

The server of the Website is placed in Taiwan, R.O.C. In order to provide you with various services, including without limitation, to notify you on winning the prizes, to post you prizes, to send you newsletters if subscribed, to answer you the question on products and technical aspects, your personal data may be transferred to, stored and processed in country or territory where one or more of our DELTA group companies or service providers are based or have facilities. While other countries or territories may not have the same standards of data protection as those in your home country, we will continue to protect personal data that we transfer in line with this privacy policy.

#### VI. Update, Correction and Deletion of Your Personal Data

Should you meet the requirements of article 36 paragraph 1 of the General Data Protection Regulation (GDPR), you may inquire for change or deletion of the personal information we maintain about you by:

1. e-mail. You may e-mail to us at [security@deltaww.com](mailto:security@deltaww.com)

When you send out request by e-mail, please be sure to include your personal information (including your email provided at the time when you submitted your information, and your full name) in your e-mail so we can ascertain your identity and the personal information we maintain about you. We may not disclose data that you are not



entitled to receive under applicable laws (e.g., data revealing information about another individual).

2. clicking on the “unsubscribe” link.

If you subscribe to newsletters with us, then you may find the “unsubscribe” icon at the last paragraph of the newsletter. Click on “unsubscribe” icon and it will take you to the unsubscribe link. Once you unsubscribe, you will no longer be receiving newsletter from us. Should you wish to change your personal information, we kindly request you to send us an e-mail in the manner detailed in the previous paragraph “e-mail”.

Before we accept your request, we will do necessary identity check to ensure that you are the same person as you claim. When we have reasonable doubt that you are not the person you claim, we will reject your request directly. When we accept your request, the action we do for meeting your request is usually free of charge. However, we reserve the right to charge you a fee when we discover your request behavior is a harassment (an unreasonable unwanted and annoying action). This fee will be EUR\$22.5 each time for your request from the moment your harassment behavior begins. We will notify you in a separate notification about the detailed payment method, in order to cease this unreasonable and annoying request, we will not take any action before we actually receive the correct payment from you. This amount is subject to changes according to the extent permitted under applicable law. Where you make more than one request in quick succession, we may respond to your subsequent request by referring to our earlier response and only identifying any items that have changed materially.

You may request that we correct, delete or stop processing, personal information that we hold about you on legitimate grounds by sending an email to the address set out above. If we agree that the information is incorrect, or that the processing should be stopped, we will delete or correct the information. If we do not agree that the information is incorrect, we will tell you that we do not agree and record the fact that you consider that information to be incorrect in the relevant file(s).

## VII. How We Share Information

We do not share your personal information with any third parties that is outside DELTA unless one of the following circumstances applies:

1. With our service partners or distributors

Our service partners or distributors may provide services for us, including without limitation, to post you the prizes you have won, to distribute newsletters that you have subscribed, or to provide insights and analytics that help us to improve our product and services (for example, the use of Google Analytics for understanding how visitors engage with the Website. If you don't want Google Analytics to be used in your browser, you can install the 'Google Analytics Opt-Out Browser Add-On', provided by Google). We need to share your registered personal information with them in order to provide you services stated in section IV.

2. With our advertising partners

We may also share your data collected through the Website with our advertising partners – Facebook and Google. These partners help us deliver relevant advertising across their platforms, for example, on YouTube and Instagram. For more information on how these organizations use personal data, please read their privacy policies.

3. For legal reasons

We will share your personal information with companies, organizations or individuals outside Delta Electronics if we have a belief in good faith that access, use, preservation or disclosure of your information is reasonably necessary to:

- meet any applicable laws, regulations, legal processes or enforceable governmental requirements;
- enforce our services, including investigation of potential violations;
- detect, prevent possible fraud, infringement of security or technical issues; and
- protect against harm to our rights, property or data security, or other user's/public safety.

## VIII. Information Security

We work hard to protect your personal information from unauthorized access, alteration, disclosure or destruction of information that we hold. We restrict access to your personal information to our employees, product distributors and service partners who need to know in order to process / provide services to you. We protect your personal information the same way as we protect ours from hacking, unlawful leaking, and any malice theft done by any third party. We will keep your personal information, until we accept your removal request in writing by e-mail.

## IX. When and to What This Policy Applies

This policy applies to services stated in section IV offered by Delta Electronics and its affiliates, associated enterprises. This policy does not cover the commercial practices of other companies and organizations that advertise our service.

## X. Changes

Our policy may change from time to time. We will not reduce your rights under this policy without your explicit consent. We will post any changes in the newsletter, and if the changes are significant, we will provide a notice or an announcement on product webpage, or by a separate e-mail notification.

Updated Date: February 8, 2021