

AMD Holiday 2021 Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.

VOID WHERE PROHIBITED

1. Sponsor: The **AMD Holiday 2021 Contest** (“Contest”) is sponsored by Advanced Micro Devices, Inc., 2485 Augustine Dr., Santa Clara, CA 95054 (“AMD” or “Sponsor”).

2. Eligibility: The Contest is open only to persons who are at least the minimum age of majority in their place of residence at of the start of the Entry Period (defined below), and who submit a valid Entry (as defined below) (“Participant”). The Contest is open to legal residents of the FIFTY (50) UNITED STATES (including the DISTRICT OF COLUMBIA), (“Eligible Country”). Entries received from individuals located or residing in any country other than an Eligible Country, other than as noted above, as well any national of Burma, Cuba, North Korea, Syria, Sudan, Venezuela, and Iran or any country prohibited by law or export restrictions or otherwise, regardless of legal residency, will be disqualified. Employees of Sponsor, its subsidiaries, affiliates and agents, and the immediate family (defined as parents, children, siblings, domestic partner, husband, or wife) of each such employee, together with those with whom such employees are domiciled, are ineligible. By participating in the Contest, Participants warrant that they are eligible to participate under the applicable local laws governing procurement of prizes and awards. Sponsor reserves the right to disqualify any Participant if Sponsor determines, in its sole discretion, that Participant’s participation in the Contest or receipt of prize would violate local law or cause damage to the reputation of AMD and/or any other party. Participant may be required to submit proof of their eligibility.

3. Agreement to Official Rules: Participation in the Contest constitutes Participant’s full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. These Official Rules will be posted online at <https://community.amd.com/t5/red-team/bg-p/red-team-blogs>

4. Entry and Entry Period:

The Contest will begin December 6th, 2021, at 12:00PM Central Time (“CT”), and end on December 17th, 2021, at 12:00PM CT.

Drawing Entry Period	Starts	Ends	Approximate Drawing Date	Number of winners per Drawing Entry Period
1.	December 6 th , 12:00PM CT	December 17 th , 12:00PM CT	December 17 th , 5:00PM CT	3 winners

Sponsor's computer systems will be the official timekeeping device for the Contest. Contest Entries that are submitted before or after the Entry Period will be disqualified.

How to Create and Submit an Entry:

During the Contest Entry Period, Participant will need to use his or her Twitter account. Creating a Twitter account is free but is subject to the applicable terms of service (<https://twitter.com/en/tos>). Participant's account settings on the Twitter account that is used to enter the Contest must be set to "public" for Participant's post to be viewable by Sponsor. To earn one (1) entry into the Contest ("Entry"), Participant must:

1. Follow AMD's PC Twitter handle, @AMDPC.
2. Quote Tweet AMDPC's Official Contest Tweet with an answer to the prompt below.
 - a. Answer our CTA: *"Show or tell us what you're planning to power this holiday season."*
3. Include the hashtag #AMDHolidayContestEntry.
 - a. Example: "I plan to power my holiday season by editing family photos on my laptop! #AMDHolidayContestEntry"
 - b. Example: "Here is how I plan to power my holiday season. #AMDHolidayContestEntry"
[with a photo of gaming set up]
4. Post the tweet by clicking on "Tweet".

ENTRIES WILL JUDGED.

Any language or information in the Entry included by a Participant is deemed to be part of the Entry, and Participant gives Sponsor, its designees, successors, assigns and licensees a royalty-free, irrevocable, non-exclusive worldwide license to use, reproduce, modify, publish, create derivative works from, and display the Entry and all elements embodied therein, along with the Participant's name and/or Twitter account handle, in any manner, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for advertising, promotional, marketing and other purposes, without further payment or consideration, notification or permission. All Entries become the property of Sponsor, and none will be returned. If requested, Participant will sign any documentation required for Sponsor or its designees, successors, assignees, and licensees to make use of the non-exclusive rights Participant is granting to use the Entry. Released Parties (as defined below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed, or misdirected posts, all of which will be void.

The Entry must comply with the following **Content Guidelines and Restrictions** (Collectively, "Guidelines and Restrictions"). Entries that do not fully comply with these Guidelines and Restrictions shall be disqualified from the Contest:

CONTENT GUIDELINES:

1. Entries must be submitted in English; and
2. Videos (if any) may not exceed 3 minutes in length.

RESTRICTIONS:

1. The Entry may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement;
2. The Entry must not in any way disparage Sponsor, any of its products or services, the Contest, or any person or party affiliated with the Contest, or alternatively appear to promote any direct competitor of Sponsor;
3. The Entry may not contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor in its sole discretion);
4. The Entry must not include threats (expressed or implied) to any person, place, business, or group;
5. The Entry must not invade privacy rights or any other rights of any person, business, or group, and the Entry must not name or depict any third party without his/her permission;
6. The Entry must not contain text or imagery that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on sex, race, gender, gender identity, religion, nationality, disability, sexual orientation or age; and
7. The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
8. The Entry must comply with all applicable Twitter Terms of Service, found at <https://twitter.com/en/tos>.

For All Entries: Limit one (1) Entry per person, per account handle, per household, per Entry Period. Any Entries that do not comply with the above Guidelines and Restrictions will not be eligible to win a prize. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Participant's Twitter account will be deemed to be the Participant. The "Authorized Account Holder" is the natural person assigned the email address used to register for the Twitter account, as that is determined by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. Sponsor is not responsible for lost, late, incomplete, invalid, illegible, or misdirected Entries, which may be disqualified, or for any error, human, technical or otherwise.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting in violation of these Official Rules.

Winner Selection: Three (3) prizes will be awarded based on a panel of qualified AMD judges' determination using the following Judging Criteria to award one (3) potential winners per Drawing Entry Period, from all eligible Entries received during the applicable Entry Period.

JUDGING CRITERIA:

Entries will be judged based on the following criteria:

1. Adherence to Contest Theme (50%)

2. Originality (50%)

6. Prize Notification and Delivery: Sponsor will announce the potential winner(s) on the **@AMDPC Twitter account** and will notify each potential winner by Twitter Direct Message (“DM”) from **@AMDPC** shortly after the close of the Contest. Within (48) forty-eight hours of the Sponsor’s notification, winner must supply any requested information for the administration of the Contest . Potential winners are subject to verification, including verification of age. If a potential winner of any prize cannot be contacted, fails to comply with these Official Rules, fails to respond to the notification within the required time period, fails to provide the requested information, or the prize or notification is returned as undeliverable, or is determined by the Sponsor to be otherwise ineligible, he/she forfeits the applicable prize. In the event that a potential winner is disqualified for any reason, including ineligibility or forfeiture, Sponsor reserves the right to award the prize to a potential substitute winner and each such potential substitute winner will also be subject to the prize notification and delivery requirements set forth in this paragraph. Sponsor is not responsible for any change of e-mail address, mailing address, and/or other contact information of Participant. Prize will be shipped to each winner within thirty (30) days of winner announcement, upon completion of the Contest. Shipping costs and customs fees if any will be borne by Sponsor. Potential winner(s) may waive their right to receive a prize. Allow sixty (60) days for prize delivery. Prize delivery mailing address must not be P.O. Boxes. Sponsor will not ship to P.O. Boxes.

7. Prizes: Three (3) [HP ENVY x360](#) laptops powered by AMD Ryzen™ 7 Series mobile processor. ARV for each laptop is \$919.99.

For All Prizes: Maximum one (1) prize package per person, per account handle, per household for the entirety of the Contest. The total value of all prizes equals an approximate retail value of **\$2,759.97 USD**. ARV as of October 29, 2021. Offer is subject to geographical limitation. Prices and exchange rates may vary, and dealer may sell for less. All aspects of the prizes not noted above (e.g., color, style, size, etc.) will be selected by Sponsor in its sole discretion. Prize must be accepted as awarded and may not be transferred, substituted, or redeemed for cash or otherwise, except at Sponsor’s sole discretion or as contemplated herein. Sponsor reserves the right to substitute a prize of equal or greater monetary value if the prize, or any component of the prize, cannot be awarded for any reason. Sponsor is responsible only for shipping of the prize; not responsible for prize utility, quality or otherwise. Once a prize is shipped to the winner, Sponsor is not responsible for any prize that is lost, stolen, mutilated, destroyed, misdirected, or undelivered for any reason. Sponsor will not replace any lost or stolen prize items. Taxes and fees, if any, are the sole responsibility of prize winners. Winners will be solely responsible for all national, federal, state, provincial, and/or local taxes, and local contribution, and for any other fees or costs associated with the prize, regardless of whether it, in whole or in part, is used. If required, any applicable forms will be filed with the appropriate taxing authority by Sponsor.

8. Release: By participating, Participant agrees to release and hold harmless Sponsor, and each of its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

9. Privacy: The Participants acknowledges and understands that all personal information submitted as part of this Contest will be collected and processed by Sponsor for the purpose of managing the Contest

in accordance with Sponsor's privacy policy. Participant can read more about their rights, how Sponsor handles Participant's personal information, and how to contact Sponsor in its privacy policy, available at <https://www.amd.com/en/corporate/privacy>.

10. General Conditions: Sponsor reserves the right to terminate, amend, suspend or modify this Contest in whole or in part, at any time and without notice or obligation, if in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to suspend or end the Contest and/or to disqualify any individual who tampers with the Entry process. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or of any other provision of these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

11. Limitations of Liability: The Released Parties are not responsible, to the extent permitted by law, for: (1) any incorrect or inaccurate information, whether caused by Participant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (5) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of any prize. If for any reason a Participant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another Entry in the Contest provided that if it is not possible to submit another Entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all Eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

12. Disputes: Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Texas or the appropriate Texas State Court located in Travis County, Texas; (2) any and

all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, 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.

13. Publicity: To the extent permitted by the mandatory provisions of the applicable law, by participating in the Contest and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the right to use for a period of two (2) years from the date of the participant's entry his/her name, address (city and state/province), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Contest and/or Sponsor for promotion, trade, commercial, advertising, and publicity purposes associated with this Contest and/or Sponsor, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation, except where prohibited by law.

14. Contest Results: The winners list will be available at <http://www.twitter.com/AMDPC> after the end of the Entry Period. Requests for the winners list should be sent to: social.media@amd.com. Requests for the winners list must be received within thirty (30) days of the close of the Entry Period. Requests received after this time will not be honored.

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