

**AMD Challenge Game Promotion  
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN ELIGIBLE COUNTRIES ONLY. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN THE ELIGIBLE COUNTRIES AT THE TIME OF ENTRY.

AMD Challenge Game Promotion (“**Promotion**”) is sponsored by Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054, United States (“**AMD**” or “**Sponsor**”).

The Promotion is in no way sponsored, endorsed or administered by, or associated with National Association of Broadcasters, Scavify, LLC, Twitter Inc., Facebook, Inc., or Ultra Sabers LLC.

- 1. Eligibility:** The Promotion is open only to anyone who is at least eighteen (18) years of age (or at least the minimum age of majority in their place of residence, whichever is greater) as of the start of the Entry Period (defined below), and who submits a valid Entry (as defined below) (“**Participant**”). Residents of Cuba, Iran, North Korea, the Sudan, Syria, Burma/Myanmar, or other countries that are restricted for businesses based in the United States are not eligible to participate in the Promotion. Additionally, the residents of Abu Dhabi, Australia, Brazil, Colombia, Costa Rica, Czech Republic, Dubai, Finland, France, Hong Kong, Hungary, Indonesia, Israel, Luxembourg, Mexico, The Philippines, Poland, Portugal, Russia, Singapore, Spain, Sweden, Turkey, Venezuela, and the Canadian province of Quebec are not eligible to participate in the Promotion. Employees of Sponsor, its subsidiaries, affiliates and agents, as well as the immediate family (spouse, parents, siblings, children, and domestic partner) and household members of each such employee are not eligible to participate. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Promotion constitutes Participant’s full and unconditional agreement to, and acceptance of, these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. These Official Rules will be posted on [the community site](#). Sponsor reserves the right to disqualify any Participant if Sponsor determines in its sole discretion that Participant’s participation in the Promotion 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 eligibility.
- 2. Entry Period:** The Promotion begins on April 7, 2018 at 9:30:00 AM Pacific Time (“**PT**”) and ends on April 12, 2018, at 1:59:59 PM PT (“**Entry Period**”). The Promotion consists of one (1) drawing (“**Drawing**”), as set forth in the chart below:

<b>Entry Period Starts at</b>	<b>Entry Period Ends at</b>	<b>Winner Selection Date</b>
April 7, 2018 at 9:30:00 AM PT	April 12, 2018 at 1:59:59 PM PT	April 12, 2018 at 2:00:00 PM PT

Sponsor’s server is the official timekeeping device for the Promotion. Entries that are submitted before or after the Entry Period will be void.

3. **How to Enter:** Participant must be a registered attendee and present at the Conference NAB show 2018 Conference, taking place at the Las Vegas Convention Center in Las Vegas, Nevada on April 7, 2018 through April 12, 2018 (“**Conference**”) in order to participate in the Promotion. During the Entry Period, Participant will need to download the Scavify app at <https://www.scavify.com/download> (“**App**”). The App is free to download but is subject to the applicable terms and conditions (<https://www.scavify.com/terms>). Participant must also use their Facebook or Twitter account in order to complete the mission. Creating a Facebook or Twitter account is free but is subject to the application terms and conditions (Facebook: <https://www.facebook.com/legal/terms>; Twitter: <https://twitter.com/en/tos>). To earn one (1) Entry into the Promotion, Participant must use the App in order to complete the mission questions asked within the App, and follow the instructions in the App to submit an Entry. Participant will need to use his or her mobile device to participate. Each compliant submission by an eligible Participant is an “**Entry.**” To be a compliant Entry, a Participant must:

- a. Download the Scavify app at <https://www.scavify.com/download>.
- b. During the Entry Period, open the app on Participant’s mobile device and start the mission which consists of a set of questions for the Participant to answer.
- c. Complete the mission questions during the Entry Period. Follow the steps in the App in order to submit an Entry.

ENTRIES WILL NOT BE JUDGED.

Failure to complete the mission will void the Entry. 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, 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. 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, unintelligible, garbled, delayed or misdirected Entries, all of which will be void. Sponsor is not responsible for any loss of internet connection or for any server issues or other electronic connection issues which may cause Participant to be unable to connect to the internet in order to enter the Promotion.

To the extent the Participant adds additional language or information in the caption of the Entry, the Entry must comply with the following content guidelines (“**Guidelines**”). Entries that do not fully comply with these Guidelines will be deemed void and the Participant may be disqualified from the Promotion:

- a. 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;
- b. The Entry must not in any way disparage Sponsor, any of its products or services, the Promotion, or any person or party affiliated with the Promotion, or alternatively appear to promote any direct competitor of Sponsor;

**Commented [A1]:** Please ensure that when Participant uploads a post/picture on Twitter/Facebook, that they include a hashtag #Sweepstakes or #Contest in order to signify that they created the post as part of the challenge in order to enter the Promotion.

- c. 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);
- d. The Entry must not include threats (expressed or implied) to any person, place, business, or group;
- e. 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;
- f. 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 race, gender, religion, nationality, disability, sexual orientation or age;
- g. 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.
- h. The Entry must comply with all applicable terms of service for the App, Facebook, and Twitter (Scavify app: <https://www.scavify.com/terms>; Facebook: <https://www.facebook.com/legal/terms>; Twitter: <https://twitter.com/en/tos>).
- i. The Entry must comply with the size and file requirements set forth by Twitter and Facebook.

**Limit:** Limit one (1) Entry per person, per e-mail address. Any Entry that does not comply with the above Guidelines will not be eligible to win a prize. Sponsor reserves the right to disqualify any Entry that it finds unlawful, or in violation of these Official Rules, in Sponsor's sole discretion.

Multiple Participants are not permitted to share the same e-mail address account. Any attempt by any Participant to obtain more than the stated number of Entries by using multiple accounts, identities, or any other methods will void that Participant's Entry and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the account used will be deemed to be the Participant ("**Authorized Account Holder**"). The Authorized Account Holder is the natural person assigned the email address used to register for the App, 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. Each potential Promotion winner may be required to show proof of being an Authorized Account Holder.

4. **Winner Selection:** Sponsor will randomly select one (1) potential winner from all eligible Entries received during the Entry Period, on or around the date set forth in the chart in Section 2. The potential winner will be determined randomly through a random number generator. The potential winner will be notified by the email address submitted in the Entry via the App. Within one (1) hour of the Sponsor's communication, the potential winner must supply Sponsor with any requested information for the administration of the Promotion. In addition, the potential winners from outside of the U.S. may be required to correctly answer a time-limited, skill-testing question in order to receive the prize. Potential winners may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("**Affidavit**"), except where prohibited by applicable law. The requested information must be received by Sponsor within three (3) days of the date of notice or attempted notice is sent in order to claim their prize. If a potential winner of any prize cannot be contacted, fails to respond to the notification within twenty-four (24) hours, or fails or refuses to fully complete, sign and return the Affidavit, fails to provide any requested information within the

required time period, fails to correctly answer the skill-testing question, or the prize or notification is returned as undeliverable, the potential winner forfeits the applicable prize.. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Promotion winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible Entries, even if the disqualified potential winner's name may have been publicly announced. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be distributed to the winner within thirty (30) days of receipt of the winner's completed Affidavit upon completion of the Promotion. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. Potential winner(s) may waive their right to receive a prize, in which case an alternate winner may be selected in the manner described above. Allow 4-6 weeks for shipment of prize.

5. **Prizes:** ONE (1) PRIZE PACKAGE TOTAL: A Ultrasabers® saber. The approximate retail value the prize package is approximately \$400.00 USD. 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 prize delivery; not responsible for prize utility, quality or otherwise. Taxes and fees, if any, are the sole responsibility of prize winners. If required, any applicable forms will be filed with the appropriate taxing authority. Odds of winning a prize depend on the number of eligible Entries received during the Entry Period.
6. **Release:** By participating, Participants agree to release and hold harmless Sponsor and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.
7. **Privacy and Publicity:** Except where prohibited by applicable law, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, city, state, province or county, and country, likeness, photograph, statements made by the winner about the Promotion, Sponsor, and/or prize information for promotional purposes in any media, worldwide, without further payment or consideration including, but not limited to, posting winner lists online.
8. **General Conditions:** Sponsor reserves the right to terminate, amend, suspend, or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Without limiting the generality of the foregoing, if, for any reason, the Promotion 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 Promotion, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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. 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. All Entries become the property of Sponsor, and none will be returned.

- 9. 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 Participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Promotion 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 Promotion, if it is possible. 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.
- 10. Disputes:** Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Northern District of California or the appropriate California State Court located in Santa Clara County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, 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. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply to you.
- 11. Participant's Personal Information:** Information collected from Participants is subject to Sponsor's Privacy Policy at <http://sites.amd.com/us/topic/sub/terms/Pages/privacy.aspx>.
- 12. Winner List:** The winner list will be posted on [Blog link](#) at approximately April 12, 2018, or as soon as possible thereafter.

**VOID WHERE PROHIBITED**

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