

# INTEL

## ONLINE PROMOTION TERMS AND CONDITIONS

**No Purchase Necessary. A Purchase Or Payment Will Not Increase Your Chances Of Winning.**

### **TERMS & CONDITIONS**

The Sponsor is offering you the opportunity to win prizes as outlined in section 6 below (the "Giveaway Prize"). Please read the below Terms and Conditions in relation to the Prize Promotion and retain a copy for your information. In entering the Prize Promotion you will be deemed to have accepted these Terms and Conditions.

#### **1. THE SPONSOR**

The sponsor of this Promotion is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052-8119 (the "Sponsor").

#### **2. ELIGIBILITY**

- a. The Promotion is open to residents of legal age (18) on the date of the promotion in the following countries/regions: UK (England, Wales, Scotland and Northern Ireland), United States of America (legal residents of the 50 United States, the District of Columbia), Canada (excluding residents of Quebec), South Korea, Taiwan, Australia (excluding ACT, ), France, Germany, India, Sweden, Norway, Denmark, and a member of Intel Gaming Access Program.
- b. Employees of the Sponsor and its parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, fulfilment agencies and members of the immediate family (defined as spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or those living in the same household of such employees are not eligible to enter.
- c. Online entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Giveaway. Winners may be required to sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release within 7 days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes in any media without geographic or time limitation, and without additional compensation, unless prohibited by law. By participating in the Giveaway, entrants agree to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Giveaway and/or acceptance or use of any prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize. Sponsor may be collecting personal information in accordance with its privacy policy. See Sponsor's privacy policy for details regarding Sponsor's information collection practices in connection with a Giveaway.
- d. Intel is committed to compliance with all applicable laws, regulations, policies and ethics rules. This notice is intended to ensure that your participation in this Giveaway will not violate any such laws, regulations, policies or rules. Intel seeks no promises or favoritism for itself or any of its affiliates in exchange for the opportunity to participate in the Giveaway. By entering the Giveaway, (i) you agree that your participation in the Giveaway – including your acceptance of any potential prize – will not violate any law, regulation, policy or rule of your country, state or government

agency; and (ii) you certify that any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Intel obtaining or retaining business or a business advantage.

### **3. THE PROMOTION PERIODS:**

Eligible participants can register for the promotion period from March 28 at 12:00 PM PST to March 30 at 11:59 PM PST.

Eligible participants can register for the promotion period from:

- March 28, 2022, at 12:00 PM PST to March 30, at 11:59 PM PST (United States)
- March 28, 2021, at 3:00 PM Toronto to March 31, 2021, at 2:59 AM Toronto (Canada)
- March 28, 2021, at 8:00 PM London to March 31, 2021, at 7:59 AM London (United Kingdom)
- March 29, 2021, at 12:30 PM IST to March 31, 2021, at 12:29 PM IST (India)
- March 29, 2021, at 6:00 AM AEST to March 31, 2021, at 5:59 PM Sydney (Australia)

### **4. HOW TO ENTER**

During the entry period go to <https://game.info.intel.com/mod-workshop-3-28-giveaway> and submit the official entry form. You will be required to provide your name, email, address and country of residence. Limit one entry per person. Limit one entry per IP. Limit one entry per device. All entries must be received during the give away period to be eligible. Sponsors clock is the official time clock for the Giveaway. Please follow all instructions on the promotion website.

- a. For the avoidance of doubt, only one entry per person will be accepted. If you enter more than once per platform, device or IP your first entry will be accepted and all others will be disqualified. Any entrant using multiple IPs, devices to access the Prize Promotion will be disqualified and any prize will be void. Entries that do not comply in full with these Terms and Conditions will be disqualified.
- b. Proof of posting or commenting will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or entries received outside of the Giveaway Period will not be accepted and you will not be entered into the giveaway.
- c. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. No mechanically reproduced entries permitted. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for lost, late, mutilated, misdirected, incomplete, inaccurate or postage due entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the social media account. The "authorized account holder" is defined as the natural person to whom the social media address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.).

### **5. WINNER SELECTION and NOTIFICATION**

9 Winners will be selected by a random draw from the pool of all eligible entries and will be notified via email to the email address provided at time of registration. Participant is responsible to notify Intel of change of email address during giveaway period. Return of any prize/prize notification as undeliverable may result in disqualification or forfeiture of the prize and selection of an alternate winner. Winners will be notified by email after April 30, 2022.

Winners will be required to complete a form provided by the Sponsor with their details (telephone number, shipping address, country and postal address and age) in order to receive the prize, and if requested proof of eligibility within 10 days of notification. If the Sponsor does not receive a reply with all required information (including, if requested, proof of eligibility) within this timeframe, despite multiple contact attempts, the Sponsor reserves the right to cancel the prize entitlement

Residents of the United States who are selected as a winner will be responsible to provide a W-9 for tax reporting purposes. Tax reporting will be required if accumulated value of prizes received during any calendar year exceeds \$599.00. Information will be retained securely according to privacy rules at the sponsor and used solely for the purposes of tax reporting should the need arise.

## 6. THE PRIZES:

The prizes are:

(2) 12th Gen Intel Core i7 CPU + Elden Ring Swag (ARV: \$439.99 USD)

(2) 12th Gen Intel Core i5 CPU + Elden Ring Swag (ARV: \$319.99 USD)

(5) V1 Tech Plexi Glass Wall Art + Elden Ring Swag (ARV: \$90 USD)

- a. All prizes are non-exchangeable, non-transferable and not redeemable for cash or any other prize.
- b. The prize value indicated is the maximum amount. If the market or commercial value of a prize differs from this maximum amount, there will be no additional compensation for the difference to the winner.
- c. The prize is subject to availability. The Sponsor reserves the right to replace a prize with an alternative prize of equal or higher value in the unlikely event that the original prize offered is no longer available.
- d. Prize consists of only those items specifically listed as part of the prize. All prizes are awarded "as is" with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. Winners must look to the manufacturer for any warranties or guarantees.
- e. The Sponsor shall make available upon receipt of a written request to <https://game.info.intel.com/winner-request-page> the winner's surname and country within three (3) months of the closing date of the Promotion but no other information about the winners will be made available. Some countries participants may request their name and country is not published in the event they win by contacting @intelgaming before the closing date.

## 7. LIMITATION OF LIABILITY

To the fullest extent permitted by the mandatory provisions of the applicable law the Sponsor and its affiliated companies, together with their respective employees, officers, directors, agents and representatives, will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, participant injury or death occurring under or in connection with these Terms and Conditions and the Promotion (including without limitation from the winner's acceptance or use of the prize). However, nothing in these Terms and Conditions will in any way limit Intel's liability for death or participant injury caused by its negligence or for any other matter where liability may not be excluded or limited by law. Your statutory rights are not affected.

## 8. DATA PROTECTION

Participant data supplied during the course of this Promotion will be processed in accordance with these Terms and Conditions and the Privacy Policy of Intel and may be passed on to third party suppliers for fulfilment and delivery of the prizes. Intel's Privacy Policy: [Intel Privacy Notice](#)

Sponsor will be the controller for the collection and use of a participant's personal information in conjunction with participation in the Promotion. For the performance of the Promotion, the following data

of the participant will be collected and processed name, shipping address, email address, phone number ("Participant's Personal Data"). Participant's Personal Data will be maintained in the United States and will be used solely for purposes of Promotion administration.

For participants located in France, this processing of Participant's Personal Data in the United States is based on Art. 6 (1) point b General Data Protection Regulation (performance of an agreement). The stored data will be deleted as soon as the Promotion is over. The Participant's Personal Data of Prize Winners will be stored until the expiry of statutory retention and limitation periods.

For AU residents: Your personal information is collected for the purpose of conducting this promotion. If you do not supply your personal information you may not be able to participate in the promotion. Your personal information may be disclosed to the Sponsor's third party service providers located overseas in the United States of America Sponsors privacy policy contains information about how you may access or correct your personal information or complain about a potential breach of privacy.

## 9. GENERAL

- a. The decision of the Sponsor in all matters relating to the Promotion is final and legally binding and no correspondence will be entered into.
- b. Any instructions provided at the point of entry into the Promotion shall form part of the Terms and Conditions. In the event of any conflict or inconsistency with any communications (including advertising or Promotion materials), these Terms and Conditions shall take precedence.
- c. The Sponsor reserves the right, at its sole discretion, to eliminate or disqualify any entries or Participants that it regards as being in breach of these Terms and Conditions or the spirit of the Promotion. Any Participant, who try to circumvent the entry process or instructions by any method, will be disqualified and any prize award will be void.
- d. We will not tolerate anyone who posts or is seen to be posting comments via any social media channel or anywhere else during this prize promotion that we think are bullying, spiteful or upsetting to other entrants and followers of Intel or directly aimed at us. Anyone acting in this way will be disqualified from the prize promotion.
- e. If for any reason these Promotions are not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotions the Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the Promotions and select prize winners as outlined above received up to the cancellation/suspension date. Notification of such action will be provided on the Website.
- f. The Sponsor shall not be liable for any failure to comply with its obligations relating to this Promotion where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, COVID-19 Pandemic, weather conditions, mechanical issues, diversion of aircraft or other operational incidents, 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
- g. The Sponsor accepts no responsibility for entries that are delayed, incomplete, lost due to technical reasons, or otherwise. The Sponsor further accepts no responsibility for system errors or other issues that may result in disruption to winner notifications or prizes to the extent permitted by law.

- h. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsors further reserve the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Giveaway if it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.
- i. This Promotion may be promoted across multiple media sites, social media sites and email communications but there is only one prize pool.

It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of any prize in order for their prize to be processed. The Sponsor accepts no responsibility for Participants or winner failing to supply accurate information, which affects any acceptance and/or delivery of any prize.

- j. No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries, which do not satisfy the requirements of these Terms and Conditions in full, will be disqualified. If it becomes apparent that a participant is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple email addresses; using multiple postal addresses; acting fraudulently or dishonestly in the opinion of the Sponsor; using identities other than their own; creating fake identities or using any other automated, electronic, mechanical or manual means in order to increase that participant's entries or otherwise acting in violation of these Terms and Conditions, these participants will be disqualified, and any prize entitlement will be void.
- k. Should a tax liability arise, then it will be the responsibility of the winner to notify their own Government's relevant tax department. To the extent permitted by law Intel Corporation and its subsidiaries take no responsibility or liability for taxation or for any other costs incurred in connection with the prizes received in this Promotion.
- l. To the fullest extent permitted by the mandatory provisions of the applicable law the application and interpretation of the Promotion and these terms and conditions shall be governed by the laws of the United States and Participants to the Promotion submit to the exclusive jurisdiction to the court.

For questions about the Promotion contact <https://game.info.intel.com/mod-workshop-3-28-giveaway> © Intel Corporation.

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