AMD CAMPAIGN TERMS AND CONDITIONS

Q2, 2024 AMD Rewards: GAME BUNDLE WITH PURCHASE OF ELIGIBLE AMD PRODUCT CAMPAIGN

Effective date: June 11, 2024 Updated Version 2024-2: July 18, 2024

<u>Campaign Overview</u>: These AMD Campaign Terms and Conditions ("Terms") govern this Game Bundle with Purchase of Eligible AMD Product Campaign (the "Campaign"). By participating in the Campaign, you ("you" or "Participant") agree to be bound by these Terms. The Campaign is an incentive program for the following eligible AMD products ("Eligible AMD Product(s)") as specified in <u>Table A</u>. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054 USA ("Promoter" or "AMD"), in conjunction with promotional sponsor(s) (each, a "Sponsor" and, collectively, "Sponsors") as specified in <u>Table B</u> will provide a unique coupon code (each, a "Coupon Code" and collectively "Coupon Codes") for download of specified game(s) ("Application(s)") as set forth in <u>Table B</u> with the purchase of an Eligible AMD Product(s) from a participating retailer or e-tailer, including participating Original Equipment Manufacturers ("Participating Retailer(s)") as set forth in <u>Table A</u>.

NOT ALL RETAILERS/E-TAILERS ARE PARTICIPATING IN THIS CAMPAIGN FOR ALL PRODUCTS. BEFORE YOU PURCHASE A PRODUCT, PLEASE VERIFY THAT: (1) THE RETAILER/E-TAILER IS PARTICIPATING IN THE CAMPAIGN; AND (2) THE PRODUCT THAT YOU WISH TO PURCHASE QUALIFIES AS AN ELIGIBLE AMD PRODUCT.

If you have any issues at AMDRewards.com or with the Coupon Code, please contact AMDRewards Customer Service at <u>https://www.amdrewards.com/support</u>.

- 1. TIMING
 - a. <u>Campaign Period</u>: Campaign Period begins on June 11, 2024 at 9:00:00 AM Eastern Time ["ET"] and ends on August 31, 2024 at 11:59:59 PM Eastern Time ["ET"], or the when supply of Coupon Codes is exhausted, whichever occurs first (the "Campaign Period"). Please consult the world clock for time zone conversion information.
 - b. <u>Redemption Period</u>: Applicable Coupon Code(s) must be redeemed no later than September 28, 2024 to obtain Application download(s), after which the Coupon Code may be deemed void.
- 2. HOW TO PARTICIPATE
 - a. To receive a Coupon Code, you must purchase an Eligible AMD Product during the Campaign Period from a Participating Retailer. The Coupon Code may be given to Participant via a physical coupon voucher or electronically.

CAMPAIGN IS VALID ONLY WHILE SUPPLIES OF COUPON CODES LAST. PARTICIPANTS WILL NOT BE ALLOWED TO OBTAIN A COUPON CODE AFTER ALL COUPON CODES HAVE BEEN DISTRIBUTED.

- b. Coupon Code may not be sold, exchanged, transferred, offered as a prize, or in any way alienated by a Participant or any other person without the express consent of Promoter. Promoter reserves the right to take any and all actions at its disposal to stop unlawful use of the Coupon Code, including without limitation seeking injunctive relief, disqualifying a Participant, or voiding a particular Coupon Code. Coupon Code has no cash value.
- c. Prior to purchasing an Eligible AMD Product, Participant should refer to the Participating Retailer for instructions regarding obtaining a Coupon Code.
 - i. For example, a Participating Retailer may require a Participant to request the Coupon Code from the cashier upon purchase of an Eligible AMD Product; Participating Retailer may insert a voucher with the Coupon Code into the box with the Eligible AMD Product; Participating Retailer may email the Coupon Code; or Participating Retailer may require Participant to fill out an online request form after completion of purchase to verify that Participant purchased the Eligible AMD Product from the Participating Retailer during the Campaign Period.

TABLE A

Eligible AMD Product(s)	Application(s)
 AMD Radeon™ RX 7800 XT graphics card AMD Radeon™ RX 7700 XT graphics card 	 JAPANESE CUSTOMERS CAN ONLY CHOOSE ONE (1) GAME ALL OTHER CUSTOMERS: CHOOSE TWO (2) OUT OF: Avatar: Frontiers of Pandora™ Starfield™ Company of Heroes™ 3 Lies of P
TABLE B	

Sponsor(s)	Application(s)*
 Ubisoft Entertainment Bethesda Softworks LLC Relic Entertainment Neowiz Games 	 Avatar: Frontiers of Pandora[™] Starfield[™] Company of Heroes[™] 3 Lies of P *Technical specifications to access and play the Application(s) can generally be found at the Application provider(s') website(s).

3. MODIFICATIONS TO TERMS

- a. Promoter reserves the right to amend the Terms, including without limitation the specific Application (s) and/or Eligible AMD Product(s). In the event of a modification to the Terms, Promoter will post amended Terms on Promoter's Website ("<u>Website</u>") and will identify the effective date of the modified Terms, subject to applicable law.
- 4. APPLICATION(S)
 - a. The approximate retail value ("ARV") of Avatar: Frontiers of Pandora™ is USD \$70.00. The ARV of Starfield™ Standard Edition is USD \$70.00. The ARV of Starfield™ Premium Edition is USD \$100.00. The ARV of Company of Heroes™ 3 is USD \$60.00. The ARV of Lies of P is USD \$60.00. Total ARV of reward for Choose 2 Games is US \$120.00-\$170.00. Total ARV of reward for CHOOSE 1 GAME is US \$60.00-\$100.00. Promoter reserves the right to substitute an Application of equal or greater monetary value if the Application cannot be fulfilled for any reason.
- 5. REDEMPTION
 - a. <u>To Redeem Coupon Code</u>: When redeeming a Coupon Code for an Application via an online redemption method, an internet connection is required (connection fees may apply). AMDREWARDS.COM IS ONLY PROVIDED IN THE FOLLOWING LANGUAGES: ENGLISH, FRENCH, GERMAN, ITALIAN, JAPANESE, KOREAN, POLISH, PORTUGUESE, ROMANIAN, RUSSIAN, SPANISH, TRADITIONAL CHINESE, AND TURKISH.
 - i. Participant must visit <u>https://www.amdrewards.com/register</u> and sign up for a user account (if Participant does not already have an account).
 - ii. Participant must log into Participant's AMD Rewards Account.
 - iii. Participant will input their unique Coupon Code and provide all other information, as required, and submit the web form to register the Eligible AMD Product(s). Participant may be required to expressly agree to privacy and other terms.
 - iv. After Participant enters the Coupon Code, Participant may be asked to download a product verification tool to confirm that the Eligible AMD Product is installed in the Participant's



<u>Windows system.</u> In this case, Eligible AMD Product(s) must be installed and detected using a Windows operating system to complete the redemption verification process. If Participant has installed an Eligible AMD Product but is unable to complete the redemption process, a ticket may be entered through "Contact Support" on <u>https://www.amdrewards.com/support</u>. Participant may be required to provide further documents to verify proof of purchase of Eligible AMD Product(s).

- v. Applications are for personal use only (i.e., no commercial use including but not limited to use in an internet café environment). Minimum specifications to play the Application can be found at the Application providers' website.
- b. <u>To Access Starfield[™] Premium or Standard Edition or Lies of P</u>:
 - i. Participant will access the Application through STEAM. STEAM is available for download at https://www.steampowered.com/getsteam.
 - Upon successful verification, Participant will be directed to log in to or sign up for Participant's STEAM account via a window on amdrewards.com. Participant must link this account to Participant's amdrewards.com account.
 - iii. Application will appear in Participant's STEAM account, and Participant will be able to play Application from such account. If Application has not yet been officially released, Application will be locked until the Application release day at which time Participant will be able to play the Application.
 - iv. APPLICATION WEBSITE OR THE APPLICATION MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE. Valid Application provider portal user account and acceptance of Application provider's terms and conditions may be required. Application provider may impose additional restrictions.
- c. <u>To Access Avatar: Frontiers of Pandora™ Standard Edition</u>:
 - i. Participant will access the Application through Ubisoft Connect. Ubisoft Connect is available for download at https://ubisoftconnect.com.
 - ii. Upon successful verification, Participant will be directed to log in to or sign up for Participant's Ubisoft Connect account via a window on amdrewards.com. Participant must link this account to Participant's amdrewards.com account.
 - iii. Application will appear in Participant's Ubisoft Connect account, and Participant will be able to play Application from such account. If Application has not yet been officially released, Application will be locked until the Application release day at which time Participant will be able to play the Application.
 - iv. APPLICATION WEBSITE OR THE APPLICATION MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE. Valid Application provider portal user account and acceptance of Application provider's terms and conditions may be required. Application provider may impose additional restrictions.
- d. <u>To Access Company of Heroes[™] 3</u>:
 - Participant will access the Application through COH3 Community Platform. Participant must visit <u>https://community.companyofheroes.com/profile/me/rewards/code-activation</u> to set up an account. Creating a Company of Heroes Community account is free and subject to the Terms of Use.
 - ii. Upon successful verification, Participant will be directed to redeem their key through their Company of Heroes Community account.
 - iii. Application will appear in Participant's COH3 Community account, and Participant will be able to redeem Application from such account. If Application has not yet been officially released, Application will be locked until the Application release day at which time Participant will be able to play the Application.
 - iv. APPLICATION WEBSITE OR THE APPLICATION MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE. Valid Application provider portal user account and acceptance of Application provider's terms and conditions may be required. Application provider may impose additional restrictions.
- 6. GENERAL TERMS



- a. <u>Eligibility</u>:
 - i. The Campaign is open to participants worldwide, unless prohibited by law or section 6.a.ii who are of the age of majority in their country of residence, or at least 18 years of age, whichever is older, as of the start of the Campaign Period.
 - ii. Residents of the People's Republic of China, Belarus, Burma, Cuba, Iran, North Korea, Russia, Syria, Sudan, and Venezuela are not eligible. Residents of the regions of Crimea, Donetsk, and Luhansk and/or any country and/or region in which distribution of the Applications is prohibited by law or export restrictions or otherwise, or in which the Applications are not available or in which the Campaign is prohibited, are not eligible.
 - iii. AMD reserves the right to disqualify any Participant if AMD determines in its sole discretion that Participant's participation in the Campaign or receipt of an Application would violate local law or cause damage to the reputation of AMD and/or any other party.
- b. Limitations and Specifications on Redemption of Application(s):
 - i. The following limit(s) apply to this Campaign: (A) one (1) of each Application (listed above) per eligible system or eligible AMD product; (B) one of each (1) Application per email address or person; and (C) three (3) Applications per household.
 - ii. Each Application must be redeemed within country of purchase.
- c. Disclaimer of Liability:
 - i. Promoter is not responsible, and you hereby release and indemnify Promoter for:
 - 1. Invalid, incorrect, or unreachable email addresses or contact information provided by Participant;
 - 2. Lost, late, incomplete, invalid, altered, unintelligible or misdirected registration forms or submissions;
 - 3. Any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that Participant is prevented from participating in the Campaign;
 - 4. Any damage to Participant's computer and/or Eligible AMD Product in the process of downloading or using an Application or redeeming a Coupon Code;
 - 5. Any tax liability, if any, which is the sole responsibility of, and must be paid by, Participant;
 - 6. Functionality or accessibility of an Application;
 - 7. Viruses or malware associated with an Application; or
 - 8. Breaches of any kind, including data breaches, associated with an Application. Participant agrees (as between Promoter and Participant) that the Application is provided as-is without any warranty by Promoter, and pursuant to any warranty or documentation associated with the Application provided by Sponsor(s).
 - ii. Promoter is not bound by and will not be liable for any statement by any Participating Retailer in conflict with these Terms including, but not limited to, statements regarding Coupon Code and Application availability.
 - iii. The decisions of Promoter with respect to any and all aspects of the Campaign are final and binding.
- d. Choice of Law/Disputes:
 - i. To the full extent permitted by the mandatory provisions of the applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participant and Promoter in connection with the Campaign, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.
 - ii. To the full extent permitted by the mandatory provisions of the applicable law, any and all disputes, claims and causes of action arising out of or connected with this Campaign or any Coupon Code provided shall be resolved individually, without resort to any form of class action, and exclusively by the applicable court in Travis County in the State of Texas.



- iii. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply to you.
- e. Termination:
 - To the full extent permitted by the mandatory provisions of the applicable law, Promoter reserves the right to cancel the Terms of this Campaign at any time without prior notice. Promoter may declare this Campaign void where it is taxed, regulated, prohibited or restricted/prohibited by applicable law.
- f. <u>Personal Information</u>:
 - i. Participant acknowledges and understands that all personal information submitted as part of this Campaign will be collected and processed by Advanced Micro Devices, Inc. and its agents in Canada for the purpose of managing this Campaign in accordance with Advanced Micro Devices, Inc.'s privacy policy. Participant can read more about Participant's rights, how Advanced Micro Devices, Inc. handles Participant's personal information and how to contract Advanced Micro Devices, Inc. in Promoter's privacy policy, available at https://www.amd.com/en/corporate/privacy.
 - ii. By participating in this Campaign, Participant agrees that Participant's personal information may be transferred and stored on servers outside Participant's country of residence, which may not provide the same level of protection for personal information as in Participant's own jurisdiction and that it may also be processed by staff operating in the United States who work for AMD or for one of AMD's third party agents or suppliers for the purposes outlined in these Terms. Participant agrees to this transferring, storing and/or processing, and acknowledges that AMD is taking reasonably necessary steps to ensure that such information is treated securely and in accordance with AMD's Privacy Policy. If Participant has any questions/concerns about the processing of Participant's personal information, or wishes to exercise Participant's rights in connection with such personal information, Participant's may contact the AMD Communication Preference Centre at: <u>memberservices@amd-member.com</u> or by post to: AMD Web Services Team, 1 Commerce Valley Dr. East, Markham, ON L3T 7X6, Canada.
 - iii. Personal information collected includes first name and last name, email address, postal address, country, state or province and will be used to: (a) contact Participant in connection with the Campaign; and (b) if Participant elects to receive additional information from AMD, to send additional information to Participant. Participants have a right of access to, modification and withdrawal of their personal data and the right of opposition to the data collection, under certain circumstances. To exercise such right, Participant may write to support@amdrewards.com.
 - iv. AMD will not provide personal information to any third party, except as necessary to: (a) administer the Campaign and provide the Application; (b) comply with legal requirements of any governmental authority, (c) protect and defend the rights or property of AMD; and (d) enforce these Terms.
 - v. FOR INDIVIDUALS IN THE EUROPEAN ECONOMIC AREA (EEA) ONLY: Participant understands that:
 - Participant has the right to withdraw consent to AMD's use and storage of Participant's personal information associated with Participant's personal data at any time, but that such withdrawal will not affect the lawfulness of AMD's processing (a) which is based on consent before such withdrawal; or (b) that AMD undertakes for its legitimate business interests (such interests include the marketing and promotion of AMD products and/or services);
 - 2. Participant has certain rights in respect of the personal information associated with Participant's personal information which AMD holds about Participant and that, subject to certain exemptions, Participant has the right to request access to Participant's personal information and have it rectified, erased or object to its processing, or to have access to it restricted, as well as the right to data portability;



- 3. Participant may have the right to receive a copy of the personal information which AMD holds about him/her in a machine-readable format or transferred to another entity;
- 4. The personal information associated with Participant will be retained by AMD for so long as is necessary in order to undertake the marketing and promotional activities for which it was originally collected; and
- 5. If Participant is unhappy with how AMD is processing the personal information associated with Participant's personal information, Participant may be entitled to lodge a complaint with a data supervisory authority of an EEA member state.

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