

Terms and Conditions (“Terms”)

North America: Q3 2018 AMD Rewards: MULTI-GAME BUNDLE WITH Purchase of RADEON™ RX Vega SERIES, RADEON RX 580, or RADEON RX 570 GRAPHICS CARDS ORIGINAL EQUIPMENT MANUFACTURER (“OEM”) CAMPAIGN (“Campaign”)

Version: 2018-1 [Posted: August 7, 2018]

Campaign Overview: The Campaign is an incentive program for the following AMD products: Radeon™ RX Vega, Radeon™ RX 580, and Radeon™ RX 570 graphics cards. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054 USA (“Promoter”), in conjunction with promotional sponsors Rebellion Interactive Ltd (“Rebellion”), Stardock Entertainment (“Stardock”), and Ubisoft Entertainment (“Ubisoft”), will provide a unique coupon code (“Coupon Code”) for download of specified games (“Applications” as set forth in Table B below) with the purchase of a select associated system containing an eligible AMD graphics card (“Eligible System” as defined below and specified in Table A) from a participating retailer, e-tailer, or Original Equipment Manufacturer (“OEM”) (“Participating Retailer”). Some OEM systems sold through participating retailers and e-tailers may be eligible if considered a “Gaming System” by Participating Retailer thereby making it an Eligible System pursuant to these Campaign Rules. NOT ALL RETAILERS OR E-TAILERS ARE PARTICIPATING IN THIS CAMPAIGN FOR ALL PRODUCTS. THE CAMPAIGN IS NOT INTENDED FOR SALES BY OEMS. BEFORE YOU PURCHASE A PRODUCT PLEASE VERIFY THAT THE RETAILER OR E-TAILER HAS CHOSEN TO PARTICIPATE FOR YOUR DESIRED PRODUCT OR SYSTEM. Prior to purchasing, it is recommended that Participant confirm that (1) the retailer or e-tailer is participating in the Campaign for the desired product and (2) the product that Participant wishes to purchase qualifies as an Eligible System. Combination with any other promotion is prohibited, unless specifically stated herein. **If you have any issues at AMDRewards.com or with the Coupon Code, please contact AMDRewards Customer Service at <https://www.amdrewards.com/amdrewards/ticket>.**

1. TIMING

- a. **Campaign Period:** Campaign Period begins August 7, 2018 at 9:00:00 AM Eastern Time (“ET”) and ends on November 3, 2018 at 11:59:59 PM ET, or when supply of Coupon Codes is exhausted, whichever occurs first. Please consult the world clock for time zone conversion information.
- b. **Purchase Period:** To receive a Coupon Code, Participant must purchase an Eligible System during Campaign Period from a Participating Retailer.
- c. **Redemption Period:** The Coupon Code must be redeemed no later than **December 31, 2018** to obtain Application downloads after which the Coupon Code is void.

2. HOW TO PARTICIPATE

- a. To receive a Coupon Code, Participant must purchase a qualifying Eligible System from a Participating Retailer during the Campaign Period. Participant should refer to the Participating Retailer for instructions regarding obtaining a Coupon Code before purchase. As examples only, a Participating Retailer may require Participant to request the Coupon Code from the cashier upon purchasing an Eligible System; may insert a voucher with the Coupon Code into the shipping box with the Eligible System; Participating Retailer may email the Coupon Code to Participant’s provided email address once Participating Retailer confirms Participant’s online purchase; or Participating Retailer may require Participant to fill out an online request form after completion of purchase to verify that Participant purchased the Eligible System from the Participating Retailer during the Campaign Period. The Coupon Code may be given to Participant via a physical coupon voucher or electronically.
- b. An “Eligible System” is a computer system manufactured and branded by one of the participating OEMs containing an eligible AMD graphics card. The participating OEMs are listed in Table B below:

TABLE A

OEMs
<ul style="list-style-type: none">• Acer

- ASUS
- Dell and Dell.com
- HP
- Lenovo

c. An “Eligible AMD Product” is an AMD CPU or GPU processor listed in Table B below:

TABLE B

Eligible AMD Product(s)	Applications
<ul style="list-style-type: none"> • Radeon™ RX Vega ⁶⁴ graphics card • Radeon™ RX Vega ⁵⁶ graphics card • Radeon™ RX 580 graphics card • Radeon™ RX 570 graphics card 	<ul style="list-style-type: none"> • Assassin’s Creed® Odyssey Standard PC Edition • Strange Brigade • Star Control®: Origins

3. MODIFICATIONS TO TERMS

- AS AVAILABILITY VARIES, APPLICATION(S) MAY CHANGE WITHOUT NOTICE.
- Promoter reserves the right to amend the Terms, including without limitation the specific game title(s) and/or Eligible AMD Product(s) in Table A or to extend the Campaign Period.
- In the event of a modification to the Terms, Promoter will post amended Terms on Promoter’s Website (“Website”) and will identify the effective date of the modified Terms, subject to applicable law.

4. APPLICATION

- The approximate retail value of each Strange Brigade game title is \$50.00 USD. The approximate retail value of each Assassin’s Creed® Odyssey Standard PC Edition game title is \$60.00 USD. The approximate retail value of each Star Control®: Origins game title is \$40.00 USD. Total value of reward is \$150.00 USD.
- 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

- To Redeem Coupon Code: Redeeming a Coupon Code for an Application can be accomplished via an online redemption method. An internet connection is required. Connection fees may apply. The Coupon Code must be redeemed no later than **December 31, 2018** to obtain Application downloads after which the Coupon Code is void.
 - Participant must visit www.amd.com/amdrewards and sign up for a user account (if Participant does not already have an account).
 - Participant will input the Coupon Code (referred to as a “Unique Coupon Code” on the website) and provide all other information, as required, and submit the web form to register the Eligible AMD Product. Participant may be required to expressly agree to privacy and other terms.
 - After Participant enters the Coupon Code, the website will detect the Eligible AMD Product installed in the Participant’s system. Eligible AMD Product must be installed and detected to complete redemption verification process. If Eligible AMD Product is not detected, Participant is required to install the Eligible AMD Product before completing redemption.
 - 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 <http://www.amdrewards.com>.
 - AMDREWARDS.COM IS ONLY PROVIDED IN THE FOLLOWING LANGUAGES: ENGLISH, FRENCH, GERMAN, ITALIAN, JAPANESE, KOREAN, POLISH, PORTUGUESE, ROMANIAN, RUSSIAN, SPANISH, TRADITIONAL CHINESE, AND TURKISH.
 - 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.

- vii. 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.
 - viii. Coupon Code may not be combined with any other promotion, rebate, or discount.
 - ix. Coupon Code has no cash value.
 - x. 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. To Access Assassin's Creed® Odyssey Standard PC Edition:
- i. Upon successful verification, Participant will be directed to log in to or sign up for their Ubisoft Uplay account via a window on amdrewards.com. Participant must link its UPlay account to its AMDRewards.com account.
 - ii. Application will appear in Participant's UPlay account, and Participant will be able to play Application from Participant's UPlay account. If Application has not yet been officially released, Application will be locked until the release day in which Participant will then be able to play Application. Participant will access the Application through the UPlay PC software in order to play the Application. UPlay PC is available for download at uplay.ubi.com.
 - iii. An internet connection is required.
 - iv. UBISOFT'S WEBSITE AND THE APPLICATION MAY NOT BE PROVIDED IN YOUR LOCAL LANGUAGE. Valid Application provider portal user account and acceptance of Application provider's terms and conditions are required. THESE REQUIREMENTS ARE IN ADDITION TO THE REGISTRATION REQUIRED TO OBTAIN THE COUPON CODE. Application provider may impose additional restrictions.
- c. To Access Star Control®: Origins and Strange Brigade:
- i. Upon receipt of the coupon code, Participant must visit the applicable Application provider's download portal at www.steampowered.com/getsteam to sign up for an account or to log in to an existing account.
 - ii. THE WEBSITES AND THE APPLICATIONS MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE.
 - iii. Valid Application provider accounts and acceptance of Application provider's terms and conditions are required. THESE REQUIREMENTS ARE IN ADDITION TO THE REGISTRATION REQUIRED TO OBTAIN THE COUPON CODE.
 - iv. Application provider may impose additional restrictions. Some coupon codes are available prior to release of the associated Applications and Participant may be required to wait for the Application's release date before downloading the Application.
 - v. **Minimum specifications to play the Applications can be found at the Application providers' respective websites.**

6. GENERAL TERMS

a. Eligibility

- i. The Campaign is open to participants 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 ("Participant").
- ii. Residents of the following countries and territories are eligible: Canada (excluding Quebec), Puerto Rico, United States Minor Outlying Islands, United States of America, U.S. Virgin Islands.
Employees of Promoter, its subsidiaries, affiliates and agents, and the immediate family (defined as parents, children, siblings and husband or wife) of each such employee, together with those with whom such employees are domiciled, are not eligible to participate in the Campaign.
- 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 application would violate local law or cause damage to the reputation of AMD and/or any other party.

- b. Promoter: Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054, USA.
- c. Acceptance of Terms
 - i. To the extent enforceable under applicable law, by participating in the Campaign, Participant consents to be bound by these Terms.
 - ii. The decisions of Promoter with respect to any and all aspects of the Campaign are final and binding.
- d. Limitations
 - i. Limit: One (1) Application per Eligible System.
 - ii. Limit: One (1) Application per email address or person.
 - iii. Limit: Three (3) Applications per household.
- e. Disclaimer of Liability
 - i. Promoter is not responsible, and Participant hereby releases and indemnifies 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. Subject to any liability for a Non-Excludable Guarantee (defined in Section 6(e)(iii) below), any damage to Participant's computer in the process of downloading or using Application or redeeming Coupon Code;
 - 5. Any tax liability, if any, which is the sole responsibility of, and must be paid by, Participant;
 - 6. Subject to any liability for a Non-Excludable Guarantee (defined in Section 6(e)(iii) below), functionality of Application;
 - 7. Viruses or malware associated with Application; or
 - 8. Breaches of any kind, including data breaches, associated with Application. Subject to any liability for a Non-Excludable Guarantee (defined in Section 6(e)(iii) below), Participant agrees (as between Promoter and such 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 Ubisoft.
 - ii. Promoter is not bound by and will not be liable for any statement by any Retailer in conflict with these Terms including, but not limited to, statements regarding Coupon Code and Application availability.
 - iii. NOTHING IN THESE TERMS SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW. IN PARTICULAR, WITH RESPECT TO AUSTRALIA, UK, FRENCH, GERMAN, SOUTH KOREAN, OR SINGAPORE PARTICIPANTS, NOTHING IN THESE TERMS DISCLAIMS, LIMITS OR EXCLUDES THE LIABILITY OF THE PROMOTER FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, NOR SHALL THESE TERMS LIMIT, EXCLUDE, OR MODIFY (OR PURPORT TO LIMIT, EXCLUDE, OR MODIFY) ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES").
- f. 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 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.

- 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 United States District Court for the Northern District of California or the appropriate California State Court located in Santa Clara County, California.
- iii. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply to you.

g. Termination

- i. 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.

h. Personal Data

- i. All 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, available at <http://www.amd.com/en-us/who-we-are/privacy>.
- ii. By participating in this Campaign, Participant agrees that his/her personal information may be transferred and stored on servers outside his/her country of residence, which may not provide the same level of protection for personal information as in his/her 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 transfer, storing 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 his/her personal information, or wishes to exercise his/her rights in connection with such personal information, he/she may contact the AMD Communication Preference Centre at: memberservices@amd-member.com 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 the participant in connection with the Campaign; and (b) if the Participant elects to receive additional information from AMD, to send additional information to the Participant. The 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@amd4u.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:
 1. Participant has the right to withdraw consent to AMD's use and storage of his/her personal information associated with his/her 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 his/her personal information which AMD holds about him/her and that, subject to certain exemptions, Participant has the right to request access to his/her 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 his/her personal information, Participant may be entitled to lodge a complaint with a data supervisory authority of an EEA member state.

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