

Terms and Conditions (“Terms”)

Q3 2019 AMD Rewards: XBOX GAME PASS FOR PC WITH Purchase of ELIGIBLE AMD PRODUCT (COMPONENT AND SYSTEM) CAMPAIGN AS SET FORTH IN TABLE B BELOW (“Campaign”)

Version: 2019-2 [Posted: July 1, 2019]

Campaign Overview: The Campaign is an incentive program for the following eligible AMD products (“Eligible AMD Product”) as defined below and specified in Table B. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054 USA (“Promoter” or “AMD”), in conjunction with promotional sponsors Microsoft (“Microsoft”), will provide a unique coupon code (“Coupon Code”) for download of specified game pass(es) (“Application(s)”) as set forth in Table B below with the purchase of an Eligible AMD Product from a participating retailer or e-tailer, including participating System Integrators (“SI”) (each a “Participating Retailer” and collectively, “Participating Retailers”). NOT ALL RETAILERS OR E-TAILERS ARE PARTICIPATING IN THIS CAMPAIGN. BEFORE YOU PURCHASE A PRODUCT PLEASE VERIFY THAT THE RETAILER OR E-TAILER HAS CHOSEN TO PARTICIPATE FOR YOUR DESIRED ELIGIBLE AMD PRODUCT. Prior to purchasing, it is recommended that Participant confirm that (1) the retailer or e-tailer is participating in the Campaign for the desired Eligible AMD Product and (2) the product that Participant wishes to purchase qualifies as an Eligible AMD Product, as set forth in Table B below. **If you have any issues redeeming the coupon code, please contact AMD Rewards Customer Service at <https://www.amdrewards.com/support>.**

1. TIMING

- a. **Campaign Period:** Campaign Period begins July 1, 2019 at 9:00:00 AM Eastern Time (“ET”) and ends on March 10, 2020 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 AMD Product during the Campaign Period from a Participating Retailer.
- c. **Redemption Period:** The Coupon Code must be redeemed no later than **June 30, 2020** 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 AMD Product from a Participating Retailer during the Campaign Period. Prior to purchasing an Eligible AMD Product, Participant should refer to the Participating Retailer for instructions regarding obtaining a Coupon Code. By way of example only, Participating Retailer may require Participant to request the Coupon Code from the cashier upon purchasing an Eligible AMD Product; Participating Retailer may insert a voucher with the Coupon Code into the shipping box with the Eligible AMD Product; 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 AMD Product from the Participating Retailer during the Campaign Period. The Coupon Code may be given to Participant via a physical coupon voucher or electronically.
- b. Participating SIs are listed in Table A below:

TABLE A

System Integrators

Participating System Integrators by Region:

- APJ: ARK, Blue It, Capital, Centrecom, Centralfield, Com 1, Compulounge, Computer Alliance, Compuzone, Compuworld, Comzip, Computer Korea, CoolPC, Dreamcore, EPC ZONE, EX Korea (SM Networks), For You Computer, Green PC, Guidecom, Hansung Computer, I-HICOM, icoda.co, Inversenet, It Enjoy, joyzen.co.k, JW Computers, KS Computers, Mind PC, Mouse Computer, MSY, Mwave, ONE’S, OmyPC, Origin PC, PB Technologies LTD, PB Tech, PC Case Gear, PCCG, Playtech, PLE, PC4ALL, Preflow, Pops for You, Rare PC,

System Integrators

Scorpion Tech Computers, Scorptec, Sinya, Shop DANAWA, Superstore.co.kr, SX Solutions, Sycom, Syzom, SYSGear, TechFast, The IT Depot, Teko, Third Wave, Tsukumo, UCC, Umart, Unitcom, Vedant Computers, Youngjae Computer, YANGCOM, Vinagame, Wangga PC, Wellmade Computer, Antpc.com, expc.co.kr, guidecom.co, icomplay.com, mdcomputers.in, pc4all.co.kr, preflow.co.kr, primeabgb.com, theitdepot.com

- EMEA: 100MEGA, Action S. A., ADMI Limited, Akortek Bilisim, Alternate, Alza.cz, Arlt Computer Producte, Aseminfor, AT Computers, a.s., Bora Computer, Box LTD, Brain, Caseking, CCL Computers, CDISCOUNT, CHS Hungary Kft, Citilink, CMS, Coolmod, Corex IT Distribution Dynamics, CPC Di, C.R.G ELECTRONICS LTD, CSL, CPCDI, Cybertek, Czech Computer, DC Link, Decision Logic LTd/Chillblast, DNS, Domisys/Materiel.net, Ebuyer Limited, ECT Service, ED System, EMAK, Evetech, F-Center, Fierce PC Limited, Frontosa Technologies Ltd, Grosbill, Groupe LDLC, HRP Europe KFT, Hyrican, Inet, Jimms PC Store, Komputronik, Many Electronics GmbH/Dubaro, Memory PC GmbH, Microtron, MIFCOM, Mindfactory, Morele.net, Mustek Limited, Net On Net, NEXT, NTT System S.A., NXPOWER, OCUK Limited, OLDI, Online Trade, PC Componentes y Multimedia, PC DIGA, PC SPECIALIST, Pinnacle Micro PTY (Ltd), PLAISIO COMPUTERS, Prestigio Europe, Proline, RAMIRIS EUROPE KFT, Rectron PTY Ltd, Rue du Commerce, Scan Computers International, SHS COMPUTER, Source IT, T.S. Bohemia, Tradeicbel, TVR Computers CC, Ulmart, Uspex Pro, Vatan, WAVE Distribution and Computer Systems, Webhallen Sverige AB, Wootware, X-KOM
- Latin America: AIR, Compra Gamer, Compumax, Compuoriente, Evocom, Full Hard, Ghia, GMI, Lanix, Mexx, Pc Arts, PC Factory, Pichau, SP Digital, QIAN, Terabyteshop, Vorago
- North America: AVADirect, Computer Upgrade Kings, CyberPower PC, Cybertron PC, Digital Storm, Extreme PC, Falcon NW, IBuyPower, Maingear, NZXT BLD, OriginPC, Puget Systems, Velocity Micro, Xidax, Xotic
- HK/TW: Autobuy, Capital, Centralfield, CoolPC, Deyuan, De Zong, San Jing, Sinya, Sunfar, PCHOME

TABLE B

| Eligible AMD Product(s) | Applications |
|--|---|
| <ul style="list-style-type: none"> • Radeon™ RX 5700 XT graphics card • Radeon™ RX 5700 XT 50th Anniversary Edition • Radeon™ RX 5700 graphics card • Radeon™ VII Gold Edition graphics card • Radeon™ VII graphics card • Radeon™ RX Vega⁶⁴ graphics card • Radeon™ RX Vega⁵⁶ graphics card • Radeon™ RX 590 graphics card • Radeon™ RX 580 graphics card • Radeon™ RX 570 graphics card • Radeon™ RX 560 graphics card • Ryzen™ 9 3950X processor • Ryzen™ 9 3900X processor • Ryzen™ 7 3800X processor • Ryzen™ 7 3700X processor • Ryzen™ 5 3600X processor • Ryzen™ 5 3600 processor • Ryzen™ 5 3400G processor • Ryzen™ 7 2700X Gold Edition processor • Ryzen™ 7 2700X processor • Ryzen™ 7 2700 processor • Ryzen™ 5 2600X processor • Ryzen™ 5 2600 processor • Ryzen™ 5 2600E processor | <ul style="list-style-type: none"> • Participants who redeem a Coupon Code prior to November 2019 (or thereabout) will receive 3-Months of the Beta version of Xbox Game Pass for PC. • Participants who redeem a Coupon Code after November 2019 (or thereabout) will receive 3-months of the launch version of Xbox Game Pass for PC. |

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|---|--|
| <ul style="list-style-type: none"> • Ryzen™ 5 2500X processor • Ryzen™ 5 2400G processor • Ryzen™ 5 2400GE processor | |
|---|--|

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 Applications and/or Eligible AMD Products in Table B 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

- Prior to about November 2019, the approximate retail value (“ARV”) of each Beta version of the 3-Months of XBOX Game Pass for PC is \$15.00. Upon the launch of the XBOX Game Pass for PC in November 2019 or thereafter, the approximate retail value of each 3-months of XBOX Game Pass for PC is \$30.00 USD.
- Promoter reserves the right to substitute an Application of equal or greater monetary value if the Application cannot be fulfilled for any reason.
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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 **June 30, 2020** to obtain Application downloads after which the Coupon Code is void.
 - Participant must visit <https://www.amdrewards.com/register> and sign up for a user account (if Participant does not already have an account).
 - Participant must log into Participant’s AMD Rewards 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, Participant may be asked to download a product verification tool to confirm that the Eligible AMD Product is installed in the Participant’s Windows system. Eligible AMD Product must be installed and detected using a Windows operating system to complete the 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 <https://www.amdrewards.com/support>. Participant may be required to provide further documents to verify proof of purchase of Eligible AMD Product.
 - 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.
 - 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.

- 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).
 - xi. Minimum specifications to play the Application can be found at the Application providers' website.
- b.** To Access Xbox Game Pass for PC: Upon successful Code redemption, Participant must visit the applicable Application provider's website at www.microsoft.com/redeem to sign up for an account or to log in to an existing account and activate their Game Pass. When signing up for an account, Participant must agree to the following Xbox Game Pass terms and conditions: **"Redeem at microsoft.com/redeem.** Use your active Xbox Game Pass for PC membership to play PC games on Windows 10 PC. Maximum 36 months redeemed per account at a time. App download, Windows update(s) and storage required. System requirements vary by game; performance scales with higher end systems. Games titles and number vary over time and by country. If your membership terminates or a game is removed, you must reactivate your membership or buy the game to continue using any add-ons or items purchased for a game. ISP fees and age restrictions apply. Terms and exclusions apply to discount offers. Service, features, and requirements may change or be retired. Subject to Microsoft Services Agreement (microsoft.com/msa)."
- i. Application will appear in Participant's Microsoft account, and Participant will be able to play Application from Participant's Microsoft account. Participant will access the Application through the Microsoft software in order to play the Application.
 - ii. An internet connection is required.
 - iii. APPLICATION PROVIDER'S WEBSITE AND THE APPLICATIONS MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE.
 - iv. Valid Application provider portal user account and acceptance of Application provider's terms and conditions are required.
 - v. Application provider may impose additional restrictions.
 - vi. Application provider may impose additional restrictions or requirements. Participant may be required to wait for the Application's release date before accessing the Application.
- c. Technical specifications to access and 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 People's Republic of China, Burma, Cuba, North Korea, Syria, Sudan, Venezuela, and Iran or any country 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. 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 an Application would violate local law or cause damage to the reputation of AMD and/or any other party.
- b. 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.
- c. Limitations
 - i. Limit: One (1) Application per eligible system or eligible AMD product.

- ii. Limit: One (1) Application per email address or person
 - iii. Limit: Two (2) Applications per household.
 - iv. Limit: Application must be redeemed within country of purchase
- d. 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. 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 Saber or Ubisoft.
 - 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.
- e. 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.
- f. 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.
- g. Personal Information
- 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 contact 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 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 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:
 - 1. 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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