



## HP EliteBook745 G4 Notebook PC Offer Terms & Conditions

The HP EliteBook745 G4 Notebook PC Offer (the “Offer”) is sponsored by Advanced Micro Devices, Inc., One AMD Place, P.O. Box 3453, Sunnyvale, CA 94088-3453 (“AMD” or “Sponsor”).

1. **How to Receive the Offer:** After receiving an invitation letter from AMD via USPS, request an in-person meeting with an AMD representative by providing your full name, company, job title, email, and phone number via the submission form at [www.amd.com/G4offer](http://www.amd.com/G4offer). The request must be submitted between May 15, 2016 at 8:00 am ET and ends on October 31, 2017 at 5:00 pm ET (the “Submission Period”). An AMD representative will schedule a thirty (30) minute in-person meeting with you. At the in-person meeting, the AMD representative will deliver one (1) HP EliteBook745 G4 Notebook PC (“Notebook”) to you while supplies last. Limit one (1) Notebook per person/business. ARV: \$749. Sponsor reserves the right to substitute the Notebook with an item of equal or greater value. Any taxes, fees, and other related costs incurred in conjunction with receiving the Notebook are the sole responsibility of the recipient. The Notebook is not transferable (except at the sole discretion of the Sponsor) and may not be sold, auctioned, or bartered. The Offer cannot be combined with other product offers or promotions. In the event you receive a defective Notebook, your sole remedy (and Sponsor’s sole liability) is to replace the defective unit within 90 days with another Notebook during the submission period while supplies last. Notebooks delivered to participants may not be resold or offered for resale.
  
2. **Eligibility:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia who are:
  - a. At least eighteen (18) years of age (or at least the minimum age of majority in their place of residence) at the time of entry ;
  - b. IT Decision Makers, Chief Information Officer, IT manager, IT Directors, Chief Technology Offices, Director of Technology, Information Technology Coordinator, Information Technology Director, Information Technology Manager, Technology Specialist, Senior System Architect, Management Information Systems Director; and
  - c. Employees of a company who are in good standing at the time of the request of the offer and time of redemption.(“Participant”). Void where prohibited. Employees of Sponsor and its affiliated companies, subsidiaries, distributors, and any advertising and promotional agencies associated with the Offer in any way, and members of the immediate families (spouse, siblings, parents, children and their respective spouses) or households of each such employee, are not eligible. Participation constitutes your full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions, which are final and binding in all matters related to the Offer. Receiving the Notebook is contingent upon fulfilling all requirements set forth herein. These Terms and Conditions will be available at [insert website link].
  
3. **Additional Terms:** Sponsor expressly reserves the right to amend, suspend or terminate the Offer at any time. Administration of the Offer is at the sole discretion of the Sponsor. No responsibility is assumed by the Sponsor or its affiliates for cancelled, delayed, suspended or rescheduled delivery.



- 4. Release and Waiver of Liability:** By redeeming this Offer, individuals agree to release, defend, indemnify and hold harmless the Sponsor and its 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 and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) participant's participation in the Offer; and (ii) the receipt, use or misuse of the Notebook. The Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Notebook.

AMD assumes the Notebook will be used for business purposes. If Participant is a public sector employee, it is critical that Participant verify the ethics code, laws, and/or regulations that govern Participant's ability to accept items of value from companies with whom Participant conducts business. Employees of K-12 public and private schools and all libraries should ensure compliance with the FCC's E-rate gift rules (47 CFR Part 54) in addition to the local rules, regulations, and policies. Participants must obtain the necessary approval from its organization before accepting any item of value from AMD.

- 5. Construction/Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of any individual or the Sponsor, 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 or provisions (whether of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than California. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Offer will be resolved individually, and without resort to class action.
- 6. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY:** THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE OFFER, EVEN IF FORESEEABLE OR EVEN IF THE RELEASED PARTIES BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.