

AMENDMENT EFFECTIVE 8/22/18:

Section 4(c) is amended to read:

AMD must receive the Competitor Sweepstakes prize by 11:59:59 PM EDT on **September 24, 2018**. If AMD receives the Competitor Sweepstakes prize after 11:59:59 PM EDT on **September 24, 2018**, the Competitor Sweepstakes prize will be returned to you.

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## AMD COMPETITOR PRIZE EXCHANGE PROMOTION (“PROMOTION”)

### Terms and Conditions

THIS PROMOTION IS INTENDED ONLY FOR RESIDENTS OF THE UNITED STATES AND WILL BE GOVERNED BY U.S. LAW. THIS PROMOTION IS NOT AVAILABLE AND IS NOT OFFERED TO RESIDENTS OUTSIDE OF THE U.S. THIS PROMOTION IS VOID OUTSIDE OF THE U.S. IF YOU ARE NOT LOCATED IN THE U.S., DO NOT PARTICIPATE IN THE PROMOTION.

These Promotion Terms and Conditions (“Terms”) are an agreement between you and Advanced Micro Devices, Inc. 2485 Augustine Drive, Santa Clara, CA 95054, USA. (“AMD”). By participating in the Promotion, you accept and agree to be bound by these Terms.

#### 1. Definitions.

- a. “AMD Device” means an AMD Ryzen™ Threadripper™ 1950X 16 core/32 thread processor.
- b. “Competitor Sweepstakes” means the Intel® 8th Gen Core™ 8086k Limited Edition Processor Sweepstakes sponsored by Intel Corporation and administered by Votigo, Inc., which opened June 7, 2018 and closed June 8, 2018.
- c. “Eligible Person” means a person who (i) is 18 years of age or older, (ii) is a legal resident of the fifty (50) United States or the District of Columbia, and (iii) received a Prize Notification from Intel Corporation or Votigo, Inc. in connection with the Competitor Sweepstakes.
- d. “First Forty” means the first forty (40) Eligible Persons to submit their Prize Notification to AMD, subject to AMD’s validation, to the email address designated by AMD on <https://www.amd.com/en/campaigns/threadripper-exchange> on June 25, 2018.
- e. “Prize Notification” means an email or other written communication from Intel Corporation or Votigo, Inc., sent to a named Eligible Person on or after June 11, 2018 and no later than July 13, 2018, notifying that Eligible Person that he or she is a potential winner in the Competitor Sweepstakes.

2. Limitations.

- a. Only an Eligible Person is permitted to participate in the Promotion. By participating in the Promotion, you represent and warrant that you are an Eligible Person.
- b. This Promotion is offered only in the 50 United States and D.C., and is void outside of the U.S. and where prohibited. Participation by those outside of the U.S. is prohibited.
- c. Subject to these Terms, an Eligible Person may receive only one (1) AMD Device.
- d. An Eligible Person must meet all of the requirements provided in these Terms to participate in the Promotion and receive an AMD Device.
- e. Notwithstanding anything to the contrary in these Terms, employees of AMD, 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 Promotion.
- f. AMD reserves the right to disqualify you if AMD determines in its sole discretion that your participation in the Promotion or receipt of an AMD Device would violate any law or cause damage to the reputation of AMD and/or any other party.

3. E-mail Prize Notification. Subject to these Terms, if you are one of the First Forty, you will be notified by email that you have the opportunity to exchange your Competitor Sweepstakes prize for the AMD Device. That email will provide further instructions as to where to send your Competitor Sweepstakes prize if you wish to take advantage of the exchange opportunity. If you are not one of the First Forty, you will be notified by email.

4. Exchange Requirements.

- a. Competitor Sweepstakes prize requirements are as follows:
  - i. Your Competitor Sweepstakes prize must be (i) unopened and (ii) in its original manufacturer's packaging. To avoid confusion, the Competitor Sweepstakes prize may be removed from packaging in which it was shipped as long as the manufacturer's packaging is intact.
  - ii. AMD reserves the right to determine if the Competitor Sweepstakes prize is compliant with these Terms and eligible for the Promotion in its sole discretion. You acknowledge and agree that all determinations made by AMD in connection with this Promotion shall be final and binding upon you in all respects.
- b. You are responsible for all shipping costs associated with sending the Competitor Sweepstakes prize to AMD for exchange and you must use traceable shipping. AMD will ship the AMD Device to you at its expense.

c. AMD must receive the Competitor Sweepstakes prize by 11:59:59 PM EDT on September 3, 2018. If AMD receives the Competitor Sweepstakes prize after 11:59:59 PM EDT on September 3, 2018, the Competitor Sweepstakes prize will be returned to you.

d. Once AMD receives the Competitor Sweepstakes prize and verifies that it conforms to the requirements set forth in these Terms, AMD will ship you one (1)

AMD Device to the shipping address provided to AMD via e-mail as described in Section 3.

e. By shipping the Competitor Sweepstakes prize to AMD, you agree to transfer any right, title, interest, and ownership of the Competitor Sweepstakes prize to AMD. You disclaim any and all right, title, or interest in and to the Competitor Sweepstakes prize, including the right to sell, dispose, or otherwise collect, where applicable, its value. No trade in value is offered on any product or otherwise other than the AMD Device itself.

f. Allow 4-6 weeks after sending your Competitor Sweepstakes prize to AMD for shipment of the exchanged AMD processor.

## 5. General Terms.

a. AMD reserves the right to amend, substitute, change, cancel, or add to any part of these Terms without notice to you. In the event of a modification to the Terms, AMD will post the amended Terms on its website and will identify the effective date of the modified Terms, subject to applicable law.

b. The Promotion cannot be combined with any other promotions, discounts, or offers.

c. Except as set forth herein, all information submitted by you in the Promotion will be treated according to the AMD's Privacy Policy, available for review online at <http://www.amd.com/en-us/who-we-are/privacy>.

d. You represent and warrant that (i) you are not participating in this Promotion with the intention of reselling the AMD Device and (ii) you are not acting on behalf of any person or entity that intends to resell the AMD Device.

e. You may not return or exchange your AMD Device. Unless otherwise set forth herein, AMD will not return the Competitor Sweepstakes prize to you, even if you attempt to return your AMD Device.

f. If any provision (or part of any provision) of these Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and shall in no way affect the legality, validity, or enforceability of the remaining terms.

g. Any attempt by you to redeem more than one (1) AMD device, circumvent these Terms, or interfere with the Promotion will disqualify you from the Promotion and may be a violation of criminal and civil law, and, should such an attempt be made, AMD reserves the right to seek damages from any such person to the fullest extent permitted by law.

h. AMD's failure to enforce any term of these Terms shall not constitute a waiver of that provision or of any other provision of these Terms.

6. Disclaimer of Liability. AMD is not responsible, and you hereby agree to release and indemnify AMD for:

a. Invalid, incorrect, or unreachable email addresses, mailing address, or contact information provided by you;

b. Lost, late, incomplete, invalid, altered, unintelligible, or misdirected communications or other required or requested submissions or information;

c. Any technical, hardware, software, server, website, email transmission, or other failures, or damage of any kind to the extent that you are prevented from participating in the Promotion;

d. Any damage to a computer that occurs in connection with the Promotion;

e. Any tax liability, if any, which is the sole responsibility of, and must be paid by, you;

f. Breaches of any kind, including data breaches, associated with Promotion.

g. You acknowledge and agree that the AMD Device is provided pursuant only to any warranty or documentation directly associated with the AMD Device. No other warranty is offered under this Promotion.

7. Choice of Law/Disputes.

a. To the full extent permitted by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or your and AMD's rights and obligations in connection with the Promotion, 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.

b. 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 Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Texas or the appropriate Texas State Court located in Travis County, Texas.

8. Termination. To the full extent permitted by law, AMD reserves the right to terminate the Terms of this Promotion at any time without prior notice. AMD may declare this Promotion void where it is taxed, regulated, prohibited, or restricted by applicable law.

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