

## **Terms and Conditions (“Terms”)**

### **Q4 2019 AMD Rewards: GAME BUNDLE WITH Purchase of ELIGIBLE AMD RADEON™ GRAPHICS CARD (ORIGINAL EQUIPMENT MANUFACTURER SYSTEM) CAMPAIGN AS SET FORTH IN TABLE B BELOW (“Campaign”)**

Version: 2019-1 [Posted: September 30, 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: AMD Radeon™ RX 5700 XT, Radeon™ RX 5700, Radeon™ RX 590, Radeon™ RX 580 and Radeon™ RX 570 graphics cards. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054 USA (“Promoter” or “AMD”), in conjunction with promotional sponsors Ubisoft Entertainment (“Ubisoft”), Gearbox Software, LLC. (“Gearbox”) and Take-Two Interactive Software, Inc. (“2K”), will provide a unique coupon code (“Coupon Code”) for download of specified game(s) (“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 Original Equipment Manufacturers (“OEM”) (each a “Participating Retailer” and collectively, “Participating Retailers”). NOT ALL RETAILERS OR E-TAILERS ARE PARTICIPATING IN THIS CAMPAIGN FOR ALL PRODUCTS. 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. **If you have any issues at AMDRewards.com or with the Coupon Code, please contact AMDRewards Customer Service at <https://www.amdrewards.com/support>.**

#### 1. TIMING

- a. **Campaign Period:** Campaign Period begins September 30, 2019 at 9:00:00 AM Eastern Time (“ET”) and ends on December 31, 2019 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 Campaign Period from a Participating Retailer.
- c. **Redemption Period:** The Coupon Code must be redeemed no later than **January 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 OEMs are listed in Table A below:

**TABLE A**

<b>Participating Original Equipment Manufacturers (OEMs)</b>
<ul style="list-style-type: none"><li>• Acer</li><li>• Asus</li><li>• Dell</li></ul>

**Participating Original Equipment Manufacturers (OEMs)**

- HP
- Lenovo
- MSI

**TABLE B**

Eligible AMD Product(s)	Application(s)
<ul style="list-style-type: none"><li>• Radeon™ RX 5700 XT graphics card</li><li>• Radeon™ RX 5700 graphics card</li><li>• Radeon™ RX 590 graphics card</li><li>• Radeon™ RX 580 graphics card</li><li>• Radeon™ RX 570 graphics card</li></ul>	<p><b>Choice of 1 game from selection below:</b></p> <ul style="list-style-type: none"><li>• Tom Clancy's Ghost Recon® Breakpoint PC Edition + In-Game Item</li><li>• Borderlands 3 PC Edition + In-Game Item</li></ul>

**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**

- The approximate retail value ("ARV") of each Tom Clancy's Ghost Recon® Breakpoint PC Edition is \$60.00 USD. The ARV of each Borderlands 3 PC Edition is \$60.00 USD. Total ARV of reward is \$60.00 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 **January 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.

- vii. 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.
  - viii. 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).  
Minimum specifications to play the Application can be found at the Application providers' website.
- b. To Access Tom Clancy's Ghost Recon® Breakpoint PC Edition and In-Game Item:
- i. Participant will access the Application through the Uplay PC software. Uplay PC is available for download at [uplay.ubi.com](http://uplay.ubi.com).
  - ii. Upon successful verification, Participant will be directed to log in to or sign up for Participant's Ubisoft Uplay account via a window on [amdrewards.com](http://amdrewards.com). Participant must link Participant's Uplay account to Participant's [amdrewards.com](http://amdrewards.com) account.
  - iii. 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 Application release day at which time Participant will be able to play the Application.
  - iv. An internet connection is required.
  - v. UBISOFT'S WEBSITE AND 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 are required. Application provider may impose additional restrictions.
- c. To Access Borderlands 3 PC Edition and In-Game Item:
- i. Upon successful verification, Participant must visit the applicable Application provider's download portal at [www.epicgames.com](http://www.epicgames.com) to sign up for an account or to log in to an existing account.
  - ii. APPLICATION PROVIDER'S WEBSITE 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.
  - iv. Application provider may impose additional restrictions or requirements. Participant may be required to wait for the Application's release date before accessing the Application.
  - v. **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 residing in the fifty (50) United States, Canada, Republic of Korea, Japan, Thailand, Australia, Vietnam, India, Indonesia, Philippines, Malaysia, New Zealand, or Singapore 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: Three (3) 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 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 United States District Court for the Western District of Texas or the appropriate Texas State Court located in Travis County, Texas.

- 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's may contact the AMD Communication Preference Centre at: [memberservices@amd-member.com](mailto: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](mailto: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.

Tom Clancy's Ghost Recon Breakpoint © 2019 Ubisoft Entertainment. All Rights Reserved. Tom Clancy's, Ghost Recon, the Soldier Icon, Ubisoft and the Ubisoft logo are registered or unregistered trademarks of Ubisoft Entertainment in the U.S. and/or other countries.

Borderlands 3 is © 2019 IPerion, LLC, and published and distributed by 2K. Gearbox and Borderlands, and the Gearbox Software and Borderlands logos, are registered trademarks and used courtesy of Gearbox Software, LLC. 2K and the 2K logo are trademarks of Take-Two Interactive Software, Inc. All rights reserved.

© 2019 Advanced Micro Devices, Inc. All rights reserved. AMD, the AMD Arrow logo, Ryzen, Radeon and combinations thereof are trademarks of Advanced Micro Devices, Inc. All rights reserved. Other product names used in this publication are for identification purposes only and may be trademarks of their respective companies.