INTEL GAMING WELLNESS SWEEPSTAKES OFFICIAL RULES

LIMITED TO LEGAL RESIDENTS OF THE 50 U.S. & D.C., CANADA (EXCLUDING QUEBEC) AND THE UNITED KINGDOM. VOID WHERE PROHIBITED.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS PROMOTION SHALL BE CONSTRUED ACCORDING TO AND GOVERNED EXCLUSIVELY BY U.S. LAW.

1. Eligibility: The Intel Gaming Wellness Sweepstakes (the "Sweepstakes" or "Promotion" or "Prize Draw") is open only to legal residents of the fifty (50) United States, the District of Columbia, Canada (excluding Quebec) and the United Kingdom who are at least 18 years of age or older and legal age of majority in their respective jurisdiction of residence. Intel Corporation (the "Sponsor"), Iron Horse Interactive (the "Administrator"), their parent, affiliates, subsidiaries, promotion agencies, including Marden-Kane, Inc., and each of their respective directors, officers, employees and assigns (collectively "Released Parties") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. For purposes of this Promotion, the term "family member" is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild. The Sweepstakes is subject to all applicable federal, state, municipal, provincial and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Timing: The Sweepstakes begins on October 28, 2020 at 12:00 a.m. (start of day) Pacific Time ("PT"), ends on November 24, 2020 at 11:59 p.m. PT (the "Promotion Period"), and consists of four (4) weekly entry periods (each an "Entry Period") as described below.

Entry Period	Start Date (at 12:00:00 a.m. PT)	End Date (at 11:59:59 p.m. PT)	Drawing on/about
1	October 28, 2020	November 3, 2020	December 3, 2020
2	November 4, 2020	November 10, 2020	December 3, 2020
3	November 11, 2020	November 17, 2020	December 3, 2020
4	November 18, 2020	November 24, 2020	December 3, 2020

Entries must be received during the Entry Period indicated in the chart above to be eligible for that Entry Period's drawing only. **Entries** <u>will not</u> roll over to subsequent Entry Period drawings. Administrator's computer is the official time-keeping device for the Sweepstakes.

3. How to Enter: During the Promotion Period, visit <u>game.info.intel.com/livewell</u> (the "Website") and follow the link and instructions to submit your completed registration form. You will automatically receive one (1) entry into the applicable Entry Period drawing. Once registered, you will have the opportunity to obtain additional entries by completing social media-related actions featured on the Website (each an "action entry"). There is no purchase or fee required to complete an action, however, action entries may require you to have an account on the applicable social media platform (creating an account is free*). Examples of actions include, but are not limited to, making a post or sharing on a social media site, watching a video or visiting a partner social account. Actions will be featured on the Website during the Promotion Period, will vary and will be updated for each Entry Period. Limit one (1) registration per person.

*Please note that you must accept and agree to comply with the terms and conditions and accept the privacy policy for the applicable social media platform to create an account. If you do not agree to such terms of use and privacy notice, you will not be able to participate/complete an action via that specific social media platform. Participation via a social media site may require a mobile device and therefore, you may be charged for standard data rates according to the terms and conditions in your agreement with your wireless carrier. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Participants must comply with these Official Rules, the Conditions of Entry and the instructions set forth on the Website (which are incorporated herein by reference). Determination of compliance will be in the sole discretion of the Sponsor/Administrator, whose decisions are final.

Conditions of Entry:

- Entry must comply with the community policies/terms of use policy associated with the applicable social media platform used to respond to an action for an entry.
- Entry should not infringe the rights of any third party.

- Entry must not in any way disparage Sponsor or any persons or entities; must not contain offensive words, statements or content (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); must not in any other way violate applicable federal, state, or local laws and regulations; must not contain illegal content; and must be suitable for presentation in a public forum.
- Entry must not contain content that depicts/promotes any dangerous or unlawful behavior or activity that may result in injury to oneself or others.
- Entry must not communicate messages inconsistent with the messages, policies, and/or goodwill with which the Sponsor wishes to associate, as determined in the sole discretion of the Sponsor.

Limit: There is a limit of **20** entries per person/per Entry Period. Only actions that are completed via the Website will be deemed valid entries. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods in an attempt to defraud the entry process or gain additional entries will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

4. Selection of Winners/Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. On or about **December 3, 2020**, winners for each Entry Period will be randomly selected by the Administrator at their offices in San Ramon, CA, USA from all eligible entries received for each respective Entry Period, for a total of four (4) drawings. Non-winning entries will not carry over into subsequent Entry Period drawings. The odds of winning a prize depend upon the number of eligible entries received during the applicable Entry Period. **Limit one prize per person/household.**

5. Winner Notification: Potential winners will be contacted by the Administrator via email and/or phone with instructions on how to claim a prize. Winners of prizes valued at \$600 or more will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, a W-9 Tax form for US winners or a W8-BEN for Canadian winners, and where lawful, a Publicity Release ("Documents") within five (5) days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Winners of prizes valued under \$600 will be required to confirm his/her mailing address within five (5) days of being notified in order to claim a prize. Canadian residents must also correctly answer a time-limited mathematical skill-testing question (without assistance of any kind, mechanical or otherwise). Failure to return required Documents within the specified time, failure to respond to a notification or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected. Arrangements for prize fulfillment will be made upon winner's eligibility verification. Prizes will only be awarded to verified winners and will be fulfilled within approximately 6-8 weeks of winner verification. Unclaimed prizes will not be awarded.

6. Prizes (Quantity, Description and Approximate Retail Value (ARV) stated in USD. The following prizes are available to be won:

Entry Period 1

- (1) First Prize Digital Storm Custom PC, ARV \$725.
- (5) Second Prizes EVGA X299 FTW K motherboard, EVGA X299 t-shirt, Intel 10th Gen Core i7 CPU, iBUYPOWER hoodie and t-shirt set, ARV \$695 each.
- (1) Third Prize CyberPowerPC Spectre 01 headset, EVGA X299 t-shirt, ARV \$105.
- (3) Fourth Prizes Razer Gigantus V2 mouse mat and Bytespeed t-shirt, ARV \$65 each.

Entry Period 2

- (1) First Prize Gigabyte Z490 AORUS PRO AX motherboard; Intel 10th Gen Core i7 CPU and CyberPowerPC Spectre 01 headset, ARV \$715.
- (1) Second Prize Gigabyte Z490 VISION G motherboard, Intel 10th Gen Core i7 CPU and Bytespeed/HyperX backpack with peripherals, ARV \$705.
- (2) Third Prizes Gigabyte BRIX Mini PC Core i7 PC, valued at approximately \$575 each.
- (7) Fourth Prizes Cyberpower PC Spectre 01 headset, ARV \$95 each.

Entry Period 3

- (1) First Prize MSI Package consisting of MSI GS66 gaming laptop, MSI Immerse GH50 headset, MSI Clutch GM50 mouse, MSI Force GC30 controller, MSI GK50 Low Profile keyboard, MSI GD21 mousepad, ARV \$3,285.
- (1) Second Prize NZXT Z490 motherboard, Intel 10th Gen Core i7 CPU, Razer Blackshark V2 X, ARV \$680.
- (3) Third Prize Razer Gigantus V2 mouse mat and Bytespeed T-shirt, ARV \$65 each.

Entry Period 4

- (5) First Prizes EVGA X299 FTW K motherboard, EVGA X299 t-shirt, Intel 10th Gen Core i7 CPU, iBUYPOWER hoodie and tshirt set, ARV \$695 each.
- (1) Second Prize MAINGEAR FORMA gaming chair, MAINGEAR hat and t-shirt, ARV \$440.
- (1) Third Prize Razer Gigantus V2 mouse mat and Bytespeed T-shirt, ARV \$65 each.

All prizes include an Intel Swag Bag. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right where lawful to substitute a prize or any component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Prizes will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to prizes offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Prizes consist of only the items specifically listed as part of the prize. In no event will more than the stated number of prizes be awarded. Winners are solely responsible for any/all applicable federal, state and local taxes/duties and any other expenses related to the acceptance and use of a prize not specified herein. Residents of the U.S. who are winners of prizes valued at \$600 or more will receive an IRS form 1099 for the value of the prize stated herein. Prizes will only be mailed to the winning entrant's address within his/her eligible country. Prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for, and will not replace, any lost, damaged or stolen prize or prize component or any prize that is undeliverable. Winners acknowledge that Sponsor is subject to U.S. economic restrictions and trade sanctions; as such, Sponsor reserves the right to deny distribution of any prize when required by applicable law.

7. Release: Entrants/winners agree to release, discharge and hold harmless Released Parties, Facebook, Twitter, Instagram, and YouTube, from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property as well as claims based on publicity rights, defamation and/or invasion of privacy) arising out of participation in the Promotion or acceptance/receipt/use or misuse of any prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name, likeness, photograph and/or hometown and state for purposes of advertising and trade without further compensation, in any media, worldwide, unless prohibited by law.

8. General: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, misdirected email, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data transmissions, incorrect announcements of any kind, malfunctions, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with this Promotion. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete, faulty network connectivity of any kind, failures of any service providers, or any combination thereof, which may limit a person's ability to participate in this Promotion. Sponsor reserves the right to suspend, cancel or modify the Promotion if it cannot be executed as planned for any reason including, but not limited to, if fraud, human error, technical failures, or any other factor impairs the integrity or proper functioning of the Promotion; or if a virus, bug or other technical problem corrupts the administration, security, or proper play of the Promotion as determined by Sponsor in its sole discretion. If the Promotion is so cancelled or modified, Sponsor may award prizes from among all eligible participants prior to such action and Sponsor shall have no further obligation to any participant in connection with this Promotion. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the participant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Sponsor reserves the right to disqualify any entrant's registration in the Sweepstakes (and void all associated entries) or entitlement to a prize if, in the sole discretion of the Sponsor, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Sweepstakes by tampering, cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices (including any entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process). In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor will not be responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

9. Disputes: All federal, state, provincial and local laws and regulations apply. THE DELAWARE COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE PROMOTION. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS FOR ANY REASON AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Claims may not be resolved through any form of class action. Entrant agrees that any and all claims, judgments, and awards shall be limited to the lower of either reasonable or actual out of pocket costs incurred, including any costs associated with participation in this Promotion but in no event attorneys' fees; and under no circumstances will Entrants/winners be permitted to obtain awards for and Entrants/winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for the lower of either reasonable or actual out-of-pocket expenses and any and all rights to have damages multiplied

or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. If any provision of these Official Rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted. In addition to the tax liability disclosures in these Rules, winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due per the laws, rules and regulations of the winner's country of residence. By entering and participating in the Promotion, Entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Official Rules, each of them expressly submit themselves to the laws of the United States of America and the State of Delaware, expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause.

10. Entrant's Personal Information: Information collected from entrants is subject to Intel's <u>Privacy Policy</u>, which can be found at <u>http://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html.</u> Sponsor assures that your information will be kept confidential in accordance with data protection regulations fulfilling the applicable requirements of EU data protection law. Data will be stored in the United States and may be shared with a third-party fulfillment company only to administer this Sweepstakes, verify winners and fulfill prizes unless you have given your prior express consent to receive additional information from Sponsor or a third party.

11. Winner List: For a list of winners, send an email to <u>contestfulfillment@ironhorse.io</u> with "WINNERS INTEL WELLNESS SWEEPSTAKES" as the subject line. Requests must be received by December 4, 2020. The winners list will be available after all winners have been verified.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram, YouTube, Facebook or any other social media platform used to participate in this Promotion. Entrant understands that he/she is supplying his/her information to the Sponsor and not to Twitter, Instagram, YouTube, Facebook or any other social media platform used to participate in this Promotion.

SPONSOR: Intel Corporation, 2200 Mission College Blvd., M/S RNB4-145, Santa Clara, CA 95054 USA **ADMINISTRATOR:** Iron Horse Interactive, 6111 Bollinger Canyon Road, Suite 555, San Ramon, CA 94583, USA.

©2020 Marden-Kane, Inc. All rights reserved. These Official Rules may not be copied, edited or used for any other purpose, commercial or otherwise without the express written consent of Marden-Kane, Inc.