

## **Intel Gaming Access Sweepstakes 9.30**

### **ONLINE GIVEAWAY RULES**

**No Purchase Necessary. A Purchase Or Payment Will Not Increase Your Chances Of Winning.**

#### **1. Eligibility**

The Intel Gaming Access – Cuphead Giveaway (“Giveaway”) is open only to legal residents of the United States or Canada (excluding Quebec) who have reached the age of majority in their state of residence at the time of entry and are members of the Intel Gaming Access Program. Employees of Sponsor and its parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies and members of the immediate family (defined as spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or those living in the same household of such employees are NOT ELIGIBLE to enter.

#### **2. How to Enter**

During the period from 9/30/19 at 12:01 AM PDT to 10/02/19 at 11:59 PM PDT (the “Giveaway Period”) go to <http://game.info.intel.com/cuphead-giveaway> and submit the official entry form. You will be required to provide your name, email address and country of residence. Limit one entry per person per day. Limit one entry per IP per day. Limit one entry per device per day. All entries must be received during the Giveaway Period to be eligible. Sponsor’s clock is the official time clock for the Giveaway.

#### **3. Winner Submission**

Winner will be selected from a random draw. Winner will be awarded game keys via email. Return of any prize/prize notification as undeliverable may result in disqualification or forfeiture of the prize and selection of an alternate winner. Winners will be notified by email after 10/15/19.

#### **4. Prizes/Retail Value and Odds of Winning**

(40) Cuphead keys will be awarded per day [\$19.99 value], 1 Grand Prize Winner will receive a Key and an Intel NUC [ARV - \$469 value] will be distributed to the grand prize winner who enters the giveaway.

The giveaway is valid only while supplies last.

Prize consists of only those items specifically listed as part of the prize. All prizes are awarded “as is” with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. Winners must look to the manufacturer for any warranties or guarantees. No transfer or substitution of prizes, except by Sponsor in the event an advertised prize is not available. In such cases, Sponsor may substitute a prize of equal or greater value. Taxes on prize are the sole responsibility of the winners.

#### **5. Entries**

Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. No mechanically reproduced entries permitted. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for lost, late, mutilated, misdirected, incomplete, inaccurate or postage due entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

#### **6. Conditions Of Participation**

Online entrants must have valid e-mail address and it is entrant’s responsibility to update Sponsor of any change in e-mail address. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Giveaway. Winners may be required to sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release within 7 days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner’s name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes in any media without geographic or time limitation, and without additional compensation, unless prohibited by law. By participating in the Giveaway, entrants agree to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and

employees harmless for any injury or damage caused or claimed to be caused by participation in the Giveaway and/or acceptance or use of any prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize. Sponsor may be collecting personal information in accordance with its privacy policy. See Sponsor's privacy policy for details regarding Sponsor's information collection practices in connection with a Giveaway.

Intel is committed to compliance with all applicable laws, regulations, policies and ethics rules. This notice is intended to ensure that your participation in this Giveaway will not violate any such laws, regulations, policies or rules. Intel seeks no promises or favoritism for itself or any of its affiliates in exchange for the opportunity to participate in the Giveaway. By entering the Giveaway, (i) you agree that your participation in the Giveaway – including your acceptance of any potential prize – will not violate any law, regulation, policy or rule of your country, state or government agency; and (ii) you certify that any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Intel obtaining or retaining business or a business advantage.

#### **7. Internet**

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsors further reserve the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Giveaway if it determines that said entrant is attempting to

undermine the legitimate operation of the Giveaway by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Giveaway 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 participant to the fullest extent of the law.

#### **8. Disputes/Choice Of Law**

Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Delaware, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Delaware law governs the Giveaway and all aspects related thereto.

#### **9. Sponsor**

The Sponsor of this Giveaway is Intel Corporation.

#### **10. Winners List**

The winners list may be obtained submitting a support ticket to <https://gamingbundle.intel.com/#/support> from 10/15/19 - 1/15/2020.