

## **Terms and Conditions (“Terms”)**

### **Q1 2023 AMD Rewards: THIS IS A GAME BUNDLE WITH PURCHASE OF SELECT AMD RADEON™ GRAPHICS CARDS, ORIGINAL EQUIPMENT MANUFACTURER and SYSTEM INTEGRATOR CAMPAIGN AS SET FORTH IN TABLE A. (Confirm Partner Participation and Eligibility of Desired Product Before Purchase) (“Campaign”)**

Version: 2023-1 [Posted: March 7, 2023]

**Campaign Overview:** The Campaign is an incentive program for the following eligible AMD products (“Eligible AMD Product”) as defined below and specified in Table A below. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA 95054 USA (“Promoter” or “AMD”), will provide a unique coupon code (“Coupon Code”) for download of specified game(s) (“Application(s)”) as set forth in Table A below with the purchase of an Eligible AMD Product from a participating retailer or retailer (each a “Partner” and collectively, “Partners.”). **NOT ALL PARTNERS ARE PARTICIPATING IN THIS CAMPAIGN FOR ALL PRODUCTS OR REGIONS. BEFORE YOU PURCHASE A PRODUCT, PLEASE VERIFY THAT THE PARTNER HAS CHOSEN TO PARTICIPATE IN YOUR REGION FOR YOUR DESIRED ELIGIBLE AMD PRODUCT.** Prior to purchasing, it is recommended that Participant confirm that (1) the partner 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>.**

**Sony Interactive Entertainment LLC and Naughty Dog LLC are not a sponsor or promoter of this promotion. Please direct all enquiries regarding the administration of this promotion to the Promoter.**

#### 1. TIMING

- a. **Campaign Period:** Campaign Period begins **March 7, 2023**, at 9:00:00 AM USA Eastern Time (“ET”) and ends on **April 15, 2023**, at 11:59:59 PM USA 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 (Refer to Table A) during Campaign Period from a Participating Retailer.
- c. **Redemption Period:** The Coupon Code must be redeemed no later than **May 13, 2023 at 11:59:59 PM USA ET**, to obtain Application downloads after which the Coupon Code is void.

#### 2. CRITERIA FOR PARTICIPATION - 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. This Campaign is open to participating partners. **NOT ALL PARTNERS ARE PARTICIPATING. Before purchasing a product, please verify that the Partner has chosen to participate in your region for your desired eligible AMD product.**

TABLE A

Eligible AMD Product(s)	Applications (Windows OS only)
<ul style="list-style-type: none"> <li>• AMD Radeon™ RX 7900 XTX</li> <li>• AMD Radeon™ RX 7900 XT</li> <li>• AMD Radeon™ RX 6950 XT</li> <li>• AMD Radeon™ RX 6900 XT</li> <li>• AMD Radeon™ RX 6800 XT</li> <li>• AMD Radeon™ RX 6800</li> <li>• AMD Radeon™ RX 6750 XT</li> <li>• AMD Radeon™ RX 6700 XT</li> <li>• AMD Radeon™ RX 6700</li> <li>• AMD Radeon™ RX 6650 XT</li> <li>• AMD Radeon™ RX 6600 XT</li> <li>• AMD Radeon™ RX 6600</li> <li>• AMD Radeon™ RX 6500 XT</li> <li>• AMD Radeon™ RX 6400</li> </ul>	<ul style="list-style-type: none"> <li>• The Last of Us™ Part I (PC Edition Download)</li> </ul>

### 3. MODIFICATIONS TO TERMS

- a. AS AVAILABILITY VARIES, APPLICATION(S) MAY CHANGE WITHOUT NOTICE.
- b. Promoter reserves the right to amend the Terms, including without limitation the specific Applications and/or Eligible AMD Products in Table A or to extend the Campaign Period.
- c. 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

- a. The approximate retail value (“ARV”) of each The Last of Us™ Part 1 is \$60.00 USD. Total ARV of reward is \$60.00 USD. The approximate retail value for The Last of Us Part I is R\$305 in Brazilian Reais.
- b. 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

- a. To Redeem a 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 **May 13, 2023** at 11:59:59 PM USA ET, to obtain Application downloads after which the Coupon Code is void.
  - i. Participant must visit <https://www.amdrewards.com/register> and sign up for a user account (if Participant does not already have an account).
  - ii. Participant must log into Participant’s AMD Rewards Account.
  - iii. 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.
  - iv. After Participant enters the Coupon Code, Participant will 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.
  - v. 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.

- vi. 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 DURING THE CAMPAIGN PERIOD 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).
  - xi. Minimum specifications to play the Application can be found at the Application providers' website.
- b. To Access The Last of Us™ Part 1:
- i. Upon successful verification as set forth above, Participant will be directed to log in to or sign up for a Steam® account via AMDRewards.com. Participant must link their Steam account to their AMDRewards.com account.
  - ii. The Application will appear in Participant's Steam account, and Participant will be able to play the Application from Participant's Steam account. If the Application has not yet been officially released, the Application will be locked until the release day in which Participant will then be able to play Application. Participant will access the Application through the Steam PC software in order to play the Application. Steam PC is available for download at <https://www.steampowered.com/getsteam>. Creating a Steam account is free and is subject to the [Steam User Agreement](#).
  - iii. An internet connection is required.
  - iv. STEAM WEBSITE AND THE APPLICATION MAY NOT BE PROVIDED IN YOUR LOCAL LANGUAGE. Valid Application provider portal user account and acceptance of Application provider's terms and conditions are required. THESE REQUIREMENTS ARE IN ADDITION TO THE REGISTRATION REQUIRED TO OBTAIN THE COUPON CODE. Application provider may impose additional restrictions.
- c. **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 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, Belarus, Burma, Cuba, North Korea, Russia, 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 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, SONY INTERACTIVE ENTERTAINMENT LLC, NAUGHTY DOG LLC, NOR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, OR AFFILIATED COMPANIES (COLLECTIVELY, "RELEASED PARTIES"), ARE NOT RESPONSIBLE, AND PARTICIPANT HEREBY RELEASES AND INDEMNIFIES RELEASED PARTIES 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 Released Parties and Participant) that the Application is provided as-is without any warranty by Released Parties, and pursuant to any warranty or documentation associated with the Application provided by Sony Interactive Entertainment LLC.
  - ii. Released Parties are 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 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; (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;

[Public]

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.

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