

AVENGERS OFFICIAL RULES

The following terms and conditions (the “**Competition Terms**” or “**Terms**”) apply to the "Marvel's Avengers Competition" (the “**Competition**” or “**Promotion**”). By entering this Competition, you accept and agree to be bound by these Terms, Please retain a copy of these Terms for your information.

1. **THE PROMOTER**

Intel Corporation (UK) Ltd., whose registered office is at Pipers Way, Swindon SN3 1RJ, registered in England and Wales with Company No. 01134945 (“Intel”).

2. **ELIGIBILITY:** The Promotion is open only to persons who are a legal resident of Australia and at least eighteen (18) years of age or older at the time of entry; (each an “Entrant”). Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of Intel Corporation (“Promoter”), and each of their respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and promotion agencies, and any others engaged in the development, production, execution or distribution of this Promotion, and the entities supplying the prizes herein (all of the aforementioned collectively referred to as the “Promotion Entities”), are not eligible to participate. Promotions are subject to all federal, state, and local laws and regulations, without regard to conflict of law provisions. By entering the Promotion, the Entrant indicates their full and unconditional agreement to and acceptance of these Terms and the decision of the Promoter, which are final and binding in all respects. Winning is contingent upon fulfilling all requirements set forth herein.

3. **The Promotion:** The Marvel's Avengers Competition.

3.1 Opens at 09:00am. Australian Eastern Standard Time (“AEST”) on 27 August 2020 and closes at 23:59pm AEST on 7 October 2020 (“Promotion Period”). For purposes of these Terms, all times given are in Australian Eastern Standard Time (“AEST”)

3.2 There is one first prize, one second place prize, one third place prize, one fourth place prize and one fifth place prize for Australia.

3.3 The Prizes:

3.3.1 **First Place:** Lenovo Legion 5i (i7) Notebook; Gaming Chair; Avengers SWAG. Total ARV: AUD, 3,888

3.3.2 **Second Place:** Acer Nitro 5 (i7) Notebook ; Avengers SWAG. Total ARV: AUD 2,015

3.3.3 **Third Place:** Avengers CPU Box i7-10700K ; Avengers SWAG. Total ARV: AUD 1000

3.3.4 **Fourth Place:** Razer Kit (includes: Mouse, Keyboard, Headset, Mouse Mat). Total ARV: AUD 480

3.3.5 **Fifth Place:** Corsair Kit (includes: Mouse, Keyboard, Headset, Mouse Mat). Total ARV: AUD 380

4. **HOW TO ENTER,**

4.1 No purchase necessary to enter. A purchase will not increase your chance of winning.

4.2 To enter, during the Promotion Period, you must:

- a. visit game.intel.com/contest/avengers/au/ and follow the instructions provided to create your entry, and provide your name, country of residence and email address where requested in the online form (. You must provide all required information to be eligible to enter;
- b. explain in no more than 150 words what your powers would be if you were to join the Avengers; (“Entry”)

- 4.3 There is a limit of one Entry per person to the competition. If you enter more than once, your first Entry will be accepted, and all others will be disqualified. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an Entrant has already submitted an Entry and to disqualify any subsequent Entries.
- 4.4 Entries on behalf of another person will not be accepted, and we cannot accept joint submissions or collaborations.
5. **Content restrictions.** Entries which, in the Promoter's sole opinion, breach any of the following restrictions will not be accepted:
- (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
 - (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive
 - (c) containing and displaying third-party brands prominently and intentionally or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light;
 - (d) entries that portray Promoter or Promoter's brands or products in any way that may give rise to public contempt, scandal, disrepute or ridicule or that defame, misrepresent or contain disparaging remarks about Promoter or other people or companies;
 - (e) entries that communicate messages or images inconsistent with the positive images and/or goodwill associated with the Promoter;
 - (f) entries that include any picture, drawing or representation of any official flag, symbol, emblems, names or currency of any country, state, province, territory or locality, except in accordance with any prohibitions or restrictions provided for in national, federal, state, provincial, municipal, or local law, regulation, or ordinance; or
 - (g) otherwise violate these Terms, as determined by Promoter, in their sole discretion, will be disqualified from the Promotions. Each Entry submitted must be an original work, never previously published, manufactured or produced.
6. **Ownership restrictions.** Please only submit your own original work. Entries cannot contain, incorporate or reference anything that is owned by any third party or entity or would require the consent of any third party or entity in any jurisdiction
7. Winner selection
- 7.1 Within 4 weeks of the closing date, all 5 prize winners will be selected by a judging panel, which includes one person independent to the Promoter, on the following judging criteria: Passion (50%); Creativity (25%); Clarity of idea (25%).
 - 7.2 The five winners will be those participants, who in the opinion of the judging panel, best meet the judging criteria.
 - 7.3 In the event of a tie between one or more entries, the participant that receives the highest score in 'Passion' will be selected as the winner. If a tie still remains, the participant that receives the highest score in "Creativity" will be selected as the winner; and so on.
 - 7.4 The Promoter reserves the right not to award all Prizes if, in its sole discretion, it receives an insufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with the terms of these Terms.

8 Winner notification:

- 8.1** Winner will be notified via email within 14 days of winning the prize and will be required to send Intel their details for delivery of Prize (telephone number and postal address in Australia), and, if requested by Promoter, an affidavit confirming his eligibility according to clause 2 above (age, Australian residency, no employment with Promoter or the independent administrator, and, to the best of winner's knowledge, of winner's immediate family). If Intel does not receive a reply with all required information (including, if requested, proof of eligibility) within 7 days, Intel reserves the right to re-award the prize to another participant. Prize will be sent to the winner within 30 days of receipt of the information described in this section. Prize will only be sent to an address in Australia.
- 8.2** The winner agrees to take part-in and co-operate fully with reasonable publicity in relation to the Promotion and to the Promoter's use (in accordance with paragraph 9) of the winner's name, photograph and any comments in such publicity without right to any fee or royalty.
- 8.3** The prizes are non-exchangeable, non-transferable and not redeemable for cash or any other prizes. The prizes are subject to availability. The Promoter reserves the right to replace a prize with an alternative prize of equal or higher value in the unlikely event that the original prize offered is no longer available.
- 8.4** Should a tax liability arise, then it will be the responsibility of the winner to notify the relevant tax department. Intel Corporation and its subsidiaries take no responsibility or liability for taxation or for any other costs incurred in connection with the prizes received in this Promotion.
- 8.5** The winners list may be obtained by requesting list from contests@hibbertgroup.com.

GENERAL:

- 9** Neither Promoter nor any other Promotion Entity, are responsible for any Entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, Entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.
- 10** Each literary work submitted as an Entry or part of an Entry ("Work") becomes the property of the Promoter. Work(s) will not be returned to any entrant. As a condition of Entry, each Entrant irrevocably grants the Promoter and their affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the Work, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now know or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Work to Promoter affiliates, its marketing agencies, and to third parties for these purposes, and Entrant consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of the Entrant's moral rights. Work must be truthful in all respects. Entrant further agrees and warrants that he/she may not submit any Work that is known or that should be known at the time by the Entrant that (a) is false, inaccurate, or misleading; (b) infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); or (d) is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation. Each Entrant warrants to the Promoter that the Work submitted is an original literary work of the Entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the Entrant's Entry being invalid. In

addition, each Entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that Entrant's breach of the warranty set out in this condition.

- 11 The Promoter's decision is final and binding in all respects. In the event that any Prize Winner is disqualified for any reason, even if the disqualified Prize Winner's name may have been publicly announced, the Promoter shall have no liability or obligation to such individual.
- 12 **PERSONAL INFORMATION:** Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Intel in accordance with applicable data protection laws and regulations and Intel's privacy policy referred to below, for the purpose of administering the Promotion and the fulfillment of the prizes, in particular for the delivery of prizes to prize winners, and for these purposes may disclose your personal information to entities located overseas in the United States and the United Kingdom. All Personal Information collected will be retained up to the conclusion of the Promotion and then permanently deleted. For more details on Intel's privacy policy, please see: www.intel.com/privacy. By submitting your information, you hereby consent to Intel collecting and using your Personal Information for the purposes stated above. The Promoter's privacy policy contains information about access to and correction of your personal information that we hold about you, as well as how to complain about a potential breach of privacy and how we will deal with such a complaint.
- 13 **LIABILITY RELEASE:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms would contravene any statute or cause any part of these Terms to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Promoter excludes from these Terms all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, and to the fullest extent permitted by law, by participating in the Promotions, Entrants and prize winners release each and all of the Promotion Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Promotions, and/or the receipt or use/misuse of the prizes awarded, including, without limitation, liability for personal injury, death or property damage.
- 14 **FINALITY OF DECISIONS:** By participating in the Promotions, Entrants agree to be bound by these Terms and the decisions of the Promoter/independent judges, which are final in all respects and not subject to appeal. Promoter reserves the right permanently to disqualify from these Promotions any Entrant it believes has violated these Terms.
- 15 **PROMOTIONAL USAGE:** Except where prohibited, winning a prize constitutes permission for Promoter and its agencies to use prize winners' Business name, addresses (city & state/province/territory), videos, photos, voices and/or likenesses for purposes of advertising, promotion and publicity, for these Promotions only, without further compensation, unless prohibited by law.
- 16 **LOST OR MISDIRECTED ENTRIES:** Promoter and/or Promotion Entities are not responsible for lost, late, misdirected, undeliverable or incomplete Entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, Entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.
- 17 **HACKING, & DECEPTIVE ENTRIES:** Promoter may prohibit an Entrant from participating in these Promotions or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotions by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrant, Promoter, or Promotion Entities.
- 18 **UNFORSEEN TECHNICAL DIFFICULTIES:** If for any reason these Promotions are not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotions the Promoter reserves the right at their sole discretion to cancel, terminate, modify or suspend the

Promotions and select prize winners as outlined above received up to the cancellation/suspension date. Notification of such action will be provided on the Website.

- 19 **CAUTION:** ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE PROMOTIONS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. PROMOTER'S FAILURE TO ENFORCE ANY TERM OF THESE TERMS SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.
- 20 **NO LIABILITY:** To the fullest extent permitted by law, by participating, Entrants agree to release, discharge, indemnify and hold harmless the Promoter, the Promotion Entities and each of their respective officers, directors, employees, representatives and agents (the "Released Parties") from and against any claims made by prize winners, Entrants, or any other third parties, related in any way to the operation of these Promotions, as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in these Promotions.
- 21 The Promotion and these Terms shall be governed by the laws of New South Wales and Entrants to the Promotion submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts.

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