

INTEL GAMING ACCESS CONTEST FOR MARVEL'S AVENGERS OFFICIAL RULES

The following terms and conditions (the "**Competition Terms**" or "**Terms**") apply to the "Intel Gaming Access Contest for Marvel's Avengers" (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 SPONSER

Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052-8119 (the "Sponsor").

2. **ELIGIBILITY:** The Promotion is open only to persons who are a legal resident of India 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("Sponsor"), 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 Official Rules and the decision of the Sponsor, which are final and binding in all respects. Winning is contingent upon fulfilling all requirements set forth herein.

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

3.1 Opens at 09:00 on 19th September 2020 and closes at 23:59 on 30th October 2020 ("Promotion Period"). For purposes of these Official Rules, all times given **Indian Standard time (IST)**.

- a. There is one first place prize, one second place prize and one third place prize, for this Competition. Total INR of 400,000 total of all prizes. Prices may vary.
- b. The Prizes:
 - (a) **First Place:** (1) Dell Alienware m15 R3 Gaming Laptop; Green Soul Gaming Chair; Total ARV: INR 250,000
 - (b) **Second Place:** (1) Dell G3 15 Gaming Laptop; Total ARV: INR 96,000
 - (c) **Third Place:** Avengers CPU Box i7-10700K Total ARV:INR 42,000

4. HOW TO ENTER

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

4.2 Please visit <https://game.intel.com/static/giveaways/avengers/in/> 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 (together, the "entry"). You must provide all required information to be eligible to enter.

4.3 Your entry must explain in no more than 150 words what your favorite powers are in *Marvel's Avengers*, and demonstrate passion, creativity and clarity of idea.

- a. 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.
- b. 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 Sponsor'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 Sponsor or Sponsor'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 Sponsor or other people or companies;
- (e) entries that communicate messages or images inconsistent with the positive images and/or goodwill associated with the Sponsor;
- (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 Official Rules, as determined by Sponsor, 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 8 weeks of the closing date, all prize winners will be selected by a judging panel, which includes one person independent to the Sponsor, on the following judging criteria: Passion (50%); Creativity (25%); Clarity of idea (25%).
- 7.2 All 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 Sponsor 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 Official Rules.

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 India), and, if requested by Sponsor, an affidavit confirming his eligibility according to clause 2 above (age, Indian residency, no employment with Sponsor, 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. This may be subject to delays from logistical challenges outside of Intel's control. Prize will only be sent to an address in India.
- 8.2 The winner agrees to take part-in and co-operate fully with reasonable publicity in relation to the Promotion and to the Sponsor'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 Sponsor 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 their own Government's 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 Sponsor 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 By submitting an Entry, Entrants grant the Sponsor 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 Entry, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Entry to Sponsor affiliates, its marketing agencies, and to third parties for these purposes. Entry must be truthful in all respects. Entrant further agrees and warrants that he/she may not submit any Entry 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.
- 11 The Sponsor'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 Sponsor 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. 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. Entrants have the right to access, withdraw, and correct their personal data and under certain circumstances to oppose the collection or processing of the information and request the status of Sponsor's and/or Administrator's use or sharing of entrant's personal information. Entrants may request such action by contacting Sponsor. To exercise these rights, you may write to: contests@hibbertgroup.com. The personal data will be stored by Sponsor on servers located within the United States. As reasonable and appropriate, third party entities will be required to sign confidentiality agreements to safeguard the integrity of the entrant's personal information.
- 13 **LIABILITY RELEASE:** 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. The release does not apply to personal injuries, death, damages or losses caused by released parties' intentional or gross negligence, or fraudulent representation.

- 14 **FINALITY OF DECISIONS:** By participating in the Promotions, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor/independent judges, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from these Promotions any Entrant it believes has violated these Official Rules.
- 15 **PROMOTIONAL USAGE:** Except where prohibited, winning a prize constitutes permission for Sponsor 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:** Sponsor 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:** Sponsor 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, Sponsor, 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 Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotions the Sponsor 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, SPONSOR 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. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES 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 Sponsor, 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. The release does not apply to personal injuries, death, damages or losses caused by released parties' intentional or gross negligence, or fraudulent representation.
- 21 The Promotion and these Terms and Conditions shall be governed by the laws of India and entrants to the Promotion submit to the exclusive jurisdiction of the Indian courts.