

INTEL PROMOTION TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. LOCAL LAWS AND REGULATIONS APPLY.

BY ENTERING, PARTICIPANT UNCONDITIONALLY ACCEPTS THESE OFFICIAL RULES AND DECISIONS OF THE SPONSORS (OR THEIR AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING WITH RESPECT TO ALL MATTERS PERTAINING TO THIS PROMOTION.

1. THE SPONSOR

The Sponsor and organizer of this Promotion is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052-8119 (the "Sponsor" includes their Authorized Representatives).

The Sponsor offers Participants the opportunity to win awards as outlined in [section 6] below (the "THE AWARDS"). Please read these Terms and Conditions and retain a copy for your information. In participating [per section 4], providing name, address, country of residence and selecting the check box "I have read and accept these Terms and Conditions", Participant agrees to be bound by these Terms and Conditions.

2. ELIGIBILITY

A. There are two events (CONTENT CREATOR and CONTENT VIEWER)

- a. **CONTENT CREATOR** is open to Participants 18 or older who do not require consent or permission by their legal guardian or representative at any time during the Promotion Period, and legally reside in the United States of America (the 50 United States, the District of Columbia), UK (England, Wales, Scotland and Northern Ireland), Canada, Australia, France, Germany, India, Taiwan, South Korea, Sweden, Norway, Denmark, Thailand, Spain, Mexico, Peru, Argentina, Turkey, Japan, Switzerland, the Netherlands, Austria, Czech Republic, and Poland.
- b. **CONTENT VIEWER** is open to Participants 18 or older who do not require consent or permission by their legal guardian or representative at any time during the Promotion Period, and legally reside in the United States of America (the 50 United States, the District of Columbia), UK (England, Wales, Scotland and Northern Ireland), Canada, Australia (excluding NSW, SA, ACT, and NT), France, Germany, India, Taiwan, South Korea, Sweden, Norway, Denmark, Thailand, Mexico, Peru, Argentina, Turkey, Japan, Switzerland, and Czech Republic.

B. Employees and immediate family of the Sponsor and its parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, and fulfillment agencies are not eligible. Immediate family is defined as spouse, parent, sibling, child and/or those living in the same household.

C. Participants must have valid e-mail address and are responsible for updating any change in e-mail address. Winner 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 loss of right to the award. By registering and accepting the Terms and Conditions of this Promotion The winner grants permission to Sponsor and its agencies to use their given 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, to the extent that law permits. See Sponsor's privacy policy at [Intel Privacy Notice](#) for details regarding Sponsor's information collection practices in connection with the Promotion.

D. Sponsor complies with all applicable laws, regulations, policies and ethics rules. Participant agrees that acceptance of any potential award will not violate any law, regulation, policy or rule of their country, state or government agency; and any potential award is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Sponsor obtaining or retaining business or a business advantage.

3. THE PROMOTION PERIOD:

Sponsor clock is the official clock of the Promotion. All entries must be received during the Promotion period to be eligible. Times for the two events are listed below:

CONTENT CREATOR

In Country Times:

- May 3, 2022, at 9:00 AM PST to June 3, 2022, at 11:59 PM PST (United States)
- May 4, 2022, at 12:00 PM Toronto to June 4, 2022, at 2:59 AM Toronto (Canada)
- May 4, 2022, at 4:00 PM London to June 4, 2022, at 7:59 AM London (United Kingdom)
- May 4, 2022, at 9:30 PM IST to June 4, 2022, at 12:29 PM IST(India)
- May 4, 2022, at 1:00 AM AEST to June 4, 2022, at 4:59 PM AEST (Australia)
- May 4, 2022 at 1:00 AM. JST to June 4, 2022 at 3:59 p.m. JST (Japan)

CONTENT VIEWER

In Country Times:

- May 10, 2022, at 9:00 AM PST to June 10, 2022, at 11:59 PM PST (United States)
- May 11, 2022, at 12:00 PM Toronto to June 11, 2022, at 2:59 AM Toronto (Canada)
- May 11, 2022, at 4:00 PM London to June 11, 2022, at 7:59 AM London (United Kingdom)
- May 11, 2022, at 9:30 PM IST to June 11, 2022, at 12:29 PM IST(India)
- May 11, 2022, at 1:00 AM AEST to June 11, 2022, at 4:59 PM AEST (Australia)
- May 11, 2022, at 1:00 AM. JST to June 11, 2022 at 3:59 p.m. JST (Japan)

4. HOW TO PARTICIPATE

CONTENT CREATOR

Participants shall submit entry by providing information identified as required during the Promotion Period at <https://game.intel.com/giveaway/elden-ring-challenge/> Required information may include link to video clip, Participant name, phone number, email, address and/or country of residence. All entries must be received during the Promotion Period to be eligible. See all promotion details, guidelines and rules provided on the registration site.

Put your skills to the test and capture your best boss battle! Get creative and push the limit in the Elden Ring "Like a Boss Challenge." We want to see you battle and face formidable opponents in the Lands Between. The Lands Between is a vast domain where players can explore a massive playground and encounter bosses to fight and kill within 30 - 60 seconds. Make your fight impressive so viewers will vote on your content

CONTENT CREATOR GUIDELINES:

Your attempt should be within 30-60 seconds from start to finish.
What you do in your boss battle is up to you, but your attempt must end with an epic kill.
You can submit moments from a livestream or uploaded YouTube video, but the content must be available throughout the promotion period.
Your video must be public, subscriber only VODs won't be approved.
Your attempt and video must meet our moderation guidelines or it won't be approved
You can submit as many different videos as you like. You can only win once within the creator promotion.

CONTENT CREATOR RULES:

Each submitted entry will be checked by our moderation team and must comply with the following guidelines:

Entries must be less than 60 seconds.

Videos must not contain course language (including in-game dialogue), hateful or inflammatory conduct (including but not limited to sexist, racist or political remarks), nudity, self-destructive behavior or reference brand names other than Intel.

Videos must comply with the relevant Terms of Service and Community Guidelines of the platform.

Content must be yours and you must own the rights to everything within your video (no copyright background music or overlay content etc)

While this is a mature game, your kill should not be unnecessarily violent. The focus of the promotion is impressive boss battle, not violent gore.

You own or otherwise have all rights necessary for you to provide your Submission and grant the rights described within these Official Rules.

The Submission must not contain material that violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights infringement.

Entrant must have permission from all individuals that appear in videos or photos included as part of the Submissions (if any) to use their name and likeness and to grant the rights set forth herein.

The Submission does not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer.

The Submission cannot defame, represent or contain disparaging remarks about Administrator, Sponsor or its products or services, or other people, products or companies.

The Submission may not in any way violate any applicable federal, state or local laws or regulations.

The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous.

The Submission cannot be sexually explicit or suggestive, profane or pornographic.

The Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that appear unsafe or dangerous or any political agenda or message.

The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

The Submission cannot communicate message or images inconsistent with the positive messages and goodwill to which Sponsor wishes to associate

If your entry fails to meet the above guidelines it will not be approved.

If you have any questions, please contact creators@vetch.tv

CONTENT VIEWER

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GENERAL PARTICIPATION:

- A. Proof of posting or commenting will not be accepted as proof of participation. Entries that are incomplete, illegal, misdirected or received outside of the Promotion Period will not be accepted.
- B. 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. 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 a Participant, the award will be granted to the 'authorized account holder' of the media account, defined as the natural person to whom the media address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.).

- C. No further charges shall be imposed on the Participant beyond using their standard internet connection.

5. WINNER SELECTION and NOTIFICATION

CONTENT CREATOR: 3 winners will be selected based on total votes received by their submissions. Participants may only win one prize. The submission that receives the most votes will be selected in the event of multiple submissions. Alternate winners will be selected in sequence of most votes. First place winner may select prizing bundle. Winner will be notified on or after July 3, 2022.

CONTENT VIEWER: 1 winner will be selected from a random draw, executed by a randomization system, and conducted at the Sponsor's location. Winner will be notified on or after July 10, 2022.

Winners will be awarded to the email address provided at entry or time of award acceptance. Participant is responsible to notify Sponsor of change of email address during Promotion Period. Return of any award notification as undeliverable may result in disqualification or loss of rights to the award and selection of an alternate winner.

Within 10 days of notification, winner may be required to provide their telephone number, shipping address, country, age and/or proof of eligibility. If the Sponsor does not receive required information within this timeframe, the Sponsor reserves the right to cancel the award entitlement.

Winner is responsible to provide a W-9 for tax reporting purposes. Tax reporting is required when accumulated value of awards received during any calendar year exceeds \$599.00 USD. Information will be retained securely according to privacy rules at the Sponsor and used solely for the purposes of tax reporting as required by law.

6. THE AWARDS:

CONTENT CREATOR

There will be three winners based on total vote accumulation.

- (1) 1st place (most votes) MSI Laptop (ARV \$2,699 USD) + 1 SELECT ONE OF THREE prize bundles:
 - i. Elgato Starter Bundle (Key Light + Face cam + Wave 3 Mic) (ARV \$319.98 USD)
 - ii. Elgato Accessories + Nano Leafs (Stream Deck + Nano Leafs Triangle Smarter Kit + Stream Deck Pedal) (ARV \$289.98 USD)
 - iii. DJI Mini 2 Drone (ARV \$449.00 USD)
- (1) 2nd place (second most votes) Intel NUC gaming computer i7 (ARV \$1,590 USD)
- (1) 3rd place (third most votes) Intel i9 Desktop Processor (ARV \$570 USD)

CONTENT VIEWER

- (1) Vector GP66 Laptop (ARV \$2,499 USD)

- A. Canadian resident winners will be required to complete a simple skill question during the acceptance process to validate their acceptance.
- B. United States resident winners will be responsible to provide a W-9 for tax reporting purposes. Tax reporting will be required if accumulated value of prizes received during any calendar year exceeds \$599.00. Information will be retained securely according to privacy rules at the sponsor and used solely for the purposes of tax reporting should the need arise.
- C. All awards are non-exchangeable, non-transferable and not redeemable for cash or any other award.

- D. The award value indicated is the maximum amount. If the market or commercial value of an award differs from this maximum amount, there will be no additional compensation for the difference to the winner.
- E. The award is subject to availability. The Sponsor reserves the right to replace an award with an alternative award of equal or higher value in the unlikely event that the original award offered is no longer available.
- F. Award consists of only those items specifically listed.
- G. The Sponsor shall release only the name and country of winners. Participants may request their name and country not released in the event they win by contacting @intelgaming at <https://game.info.intel.com/winner-request-page> during Promotion Period, where permitted by law.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Sponsor and its affiliated companies, employees, officers, directors, agents and representatives, will not in any circumstances be liable to the winner or accept liability for loss, damage, injury or death in connection with this Promotion participation (including award acceptance or use).

Participant statutory rights are not affected. Nothing in these Terms and Conditions will in any way limit Sponsor liability for death or participant injury caused by its negligence or for any other matter where liability may not be excluded or limited by law.

8. GENERAL

- A. The decisions of the Sponsor in all matters relating to the Promotion are final and legally binding and no additional correspondence will be entered into.
- B. Participation requirements provided shall incorporate into these existing Terms and Conditions as stated. In the event of any conflict or inconsistency (including advertising or promotion materials), these Terms and Conditions shall take precedence.
- C. The Sponsor reserves the right to eliminate or disqualify entries or Participants that it regards as breach of these Terms and Conditions or the spirit of the Promotion. Any Participant who tries to circumvent will be disqualified and any award will be void. Participants impacted under this clause will be notified.
- D. Sponsor will disqualify and not tolerate Participant posts via any media channel during the Promotion Period that represent bullying, spiteful or upsetting to other entrants and followers of Intel or directly aimed at Sponsor or affiliates.
- E. 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, tampering, unauthorized intervention, fraud, or any other cause beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Sponsor reserves the right to cancel, terminate, modify, or suspend the Promotion and select award winners as outlined above up to the cancellation/suspension date. Notification of such action will be provided on the Promotion Website.
- F. The Sponsor shall not be liable for any failure to comply with its obligations relating to this Promotion where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, COVID-19 Pandemic, weather conditions, mechanical issues, diversion of aircraft or other operational incidents, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

- G. The Sponsor accepts no responsibility for entries that are delayed, incomplete, or lost due to technical reasons, or otherwise. The Sponsor further accepts no responsibility for system errors or other issues that may result in disruption to winner notifications or awards to the extent permitted by law.
- H. 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 website or any combination thereof. Sponsor reserves the right to select winner from eligible entries received as of the termination date if the promotion is terminated early per the above. Sponsors further reserve the right to disqualify any individual who tampers with the entry process. Caution: Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws. Sponsor reserves the right to seek damages to the fullest extent of the law, should such an attempt be made.
- I. This Promotion may be shared across multiple media sites, social media sites and email communications, but there is only one award pool.
- J. It is the responsibility of the Participant to provide their correct, current personal information when entering the Promotion and/or accepting any award. The Sponsor accepts no responsibility for Participants or winner failing to supply accurate information which affects any acceptance and/or delivery of any award.
- K. It is the responsibility of the winner to notify their own Government's relevant tax department where required by Law. To the extent permitted by law, Sponsor and its subsidiaries take no responsibility or liability for taxation or for any other costs incurred in connection with the awards received in this Promotion.
- L. To the fullest extent permitted by law, the application and interpretation of the Promotion and these Terms and Conditions shall be governed by the laws of the United States, and Participants shall submit to the jurisdiction of the US court.

9. DATA PROTECTION

Participant data supplied during Promotion Period (name, country, phone number, email address or social media handle for purposes of participation) and other information deemed specific to this Promotion for its execution and administration will be processed in accordance with these Terms and Conditions and the Privacy Policy of Sponsor and may be passed on to third party suppliers for fulfilment and delivery of the awards only. Sponsor Privacy Policy: [Intel Privacy Notice](#)

Sponsor shall be the controller for the collection and use of personal information in conjunction with participation in the Promotion. For the performance of the Promotion, the following data of the **winners only** will be collected and processed: name, shipping address, email address, phone number ("Participant's Personal Data"). Participant's Personal Data will be maintained in the United States and will be used solely for purposes of Promotion administration.

AU residents: Participant personal data is collected for the purpose of conducting this Promotion. Supplying Participant personal data is required for participation. This data may be disclosed to the Sponsor's third party service providers located in the United States of America. Sponsors privacy policy contains information regarding access or correction of personal data or complaints about a potential breach of privacy.

For questions about the Promotion, contact Intel @intelgaming or reference the Promotion page at <https://game.intel.com/giveaway/elden-ring-challenge/>

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