

INTEL PROMOTION TERMS AND CONDITIONS
ELDEN RING 6.27

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. LOCAL LAWS AND REGULATIONS APPLY. WINNERS AND WINNING ENTRIES MAY BE USED IN PROMOTIONAL PUBLICITY.

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 VOTER)

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, and members of Intel Gaming Access Program.

b. **CONTENT VOTER** 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, and Poland, and members of Intel Gaming Access Program.

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. Winners may be required to sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release within 10 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 (United States Pacific Standard time). All entries must be received during the Promotion Period to be eligible. In-country times for the two events are listed below:

CONTENT CREATOR: June 27, 2022, at 9:00 AM PST to July 27, 2022, at 11:59 PM PST (United States PST)

In Country Times:

- June 27, 2022, at 12:00 PM Toronto to July 28, 2022, at 2:59 AM Toronto (Canada)
- June 27, 2022, at 4:00 PM London to July 28, 2022, at 6:59 AM London (United Kingdom)
- June 27, 2022, at 9:30 PM IST to July 28, 2022, at 12:29 PM IST(India)
- June 28, 2022, at 2:00 AM AEST to July 28, 2022, at 4:59 PM AEST (Australia)
- June 28, 2022, at 1:00 AM. JST to July 28, 2022 at 3:59 p.m. JST (Japan and S. Korea)

CONTENT VOTER: July 3, 2022, at 9:00 AM PST to August 3, 2022, at 11:59 PM PST (United States PST)

In Country Times:

- July 3, 2022, at 12:00 PM Toronto to August 4, 2022, at 2:59 AM Toronto (Canada)
- July 3, 2022, at 4:00 PM London to August 4, at 6:59 AM London (United Kingdom)
- July 3, 2022, at 9:30 PM IST to August 4, at 12:29 PM IST(India)
- July 4, 2022, at 2:00 AM AEST to August 4, 2022, at 4:59 PM AEST (Australia)
- July 4, 2022, at 1:00 AM. JST to August 4, 2022 at 3:59 p.m. JST (Japan and S. Korea)

4. HOW TO PARTICIPATE

GENERAL PARTICIPATION:

Participants shall submit entry by providing information identified as required during the Promotion Period at <https://game.intel.com/giveaway/eldenring-epicmoments/>. Required information may include Participant name, phone number, email, address and/or country of residence. All entries must be received during the Promotion Period to be eligible.

- Participants entering with multiple IPs, platforms or devices will be disqualified and any prizes will be void.
- 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.
- 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.).
- No further charges shall be imposed on the Participant beyond using their standard internet connection.

CONTENT CREATOR GUIDELINES: Capture your best epic moments while you play Elden Ring, packed with meaningful lore, fantastical characters, and picturesque terrain where you can get creative. Push the limits in the Elden Ring "Epic Moments Challenge." We want to see you capture your best moments as you make your way through the Land Between and explore a massive playground within 30 - 60 seconds. Make your moment impressive so viewers will vote on your content!

CONTENT CREATOR RULES: You can submit moments from a livestream or uploaded YouTube video, but the content must be available throughout the promotion period. You can submit as many different videos as you like. You can only win once within the creator promotion. If you have any questions, please contact creators@vetch.tv

Submissions will be checked by Sponsor Moderation Team and must meet the following criteria for approval:

Content Creator Submissions MUST:

- be less than 60 seconds long.
- comply with the relevant Terms of Service and Community Guidelines of the platform.
- 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.
- be owned by participant or otherwise have all rights necessary for to provide your Submission and grant the rights described within these Official Rules. (no copyright background music or overlay content etc)
- be public, subscriber only VODs won't be approved.

Content Creator Submissions MUST NOT:

- be unnecessarily violent. The focus of the promotion is impressive skill, not violent gore.
- contain material that violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights infringement.
- contain course language (including in-game dialogue), hateful or inflammatory conduct (including but not limited to sexist, racist or political remarks), nudity, self-destructive behaviour or reference brand names other than Intel.
- contain any viruses, worms, spyware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer.
- defame, represent, or contain disparaging remarks about Administrator, Sponsor or its products or services, or other people, products, or companies.
- in any way violate any applicable federal, state, or local laws or regulations.
- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libellous.
- be sexually explicit or suggestive, profane, or pornographic.
- 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.
- 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.
- communicate message or images inconsistent with the positive messages and goodwill to which Sponsor wishes to associate

CONTENT VOTER PARTICIPATION: Participants will be shown a grid of available content to view and vote. Participants can vote as many times as they want, however, only the first 5 votes will be submitted.

5. WINNER SELECTION and NOTIFICATION

Winners will be awarded to the email address or mailing 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, winners 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. Sponsor is not liable if winner information as provided does not match actual recipient identification, as items may be rejected or delayed in shipping or customs.

Residents of the United States who are selected as a winner may be responsible to provide a W-9 for tax reporting purposes. Tax reporting will be required if 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.

CONTENT CREATOR: Winners will be selected based on highest total vote accumulation and notified by email on or after August 27, 2022.

CONTENT VOTER: Winners will be selected by random draw, executed by a randomization system, and conducted at the Sponsor's location. Winners will be notified by email on or after September 3, 2022. Content Voters can only win once within the Promotion Period.

- Content Voters located in Poland will be selected by earliest submission, based on time/date stamp upon receipt to the Sponsor. The first 20 unique, individual participant voter submissions of each voting period shall qualify for awards. (5) Voting Periods are
 - July 4, 2022, at 12:00 PM – July 10, 2022, at 11:59PM (Poland)
 - July 11, 2022, at 12:00 PM – July 17, 2022, at 11:59 PM (Poland)
 - July 18, 2022, at 12:00 PM – July 24, 2022, at 11:59 PM (Poland)
 - July 25, 2022, at 12:00 PM – July 31, 2022, at 11:59 PM (Poland)
 - August 1, 2022, at 12:00 PM – August 4, 2022, at 8:59 AM (Poland)

6. THE AWARDS:

CONTENT CREATOR: there will be three winners based on highest total vote accumulation.

The awards are:

- (1) 1st Place (most votes) ASUS ROG Strix Scar Intel Alder Lake-HX CPU (ARV \$3,499 USD)
- (2) (2nd and 3rd most votes) ASUS ROG Strix Scar 17 (ARV \$2,499 USD)

CONTENT VOTER:

The awards are:

- (1) ASUS ROG Strix Scar Intel Alder Lake-HX CPU (ARV \$3,499 USD)
 - Not available in Poland
- (100) Green Man Gaming Gift Card (ARV \$10 USD)
 - Available in Poland only

A. All awards are non-exchangeable, non-transferable and not redeemable for cash or any other award.

B. 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.

C. 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.

D. Award consists of only those items specifically listed.

E. 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.

F. Canadian and Malaysian resident winners, if eligible, will be required to complete a simple skill question during the award acceptance process to validate their acceptance.

G. 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.

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 engaged.

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. If any provision of the Terms and Conditions (or Promotion) is held to be illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of the Terms and Conditions (or Promotion) shall remain operative and binding.

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, Anti-Social Forces, 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 winners 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 appropriate State and Federal jurisdictions of the US court. These Terms and Conditions (or Promotion) and any information or notifications provided by the sponsor are in English. Any translation of these Terms and Conditions (or Promotion) or other information or notifications is provided for your convenience only, and may not accurately represent information in the original English. In the event of any inconsistency, except where prohibited by law, the English language version of these Terms and Conditions (or Promotion) or other information or notifications shall prevail.

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/eldenring-epicmoments/>

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