

AMD4U 2018 SEC and Adobe® Campaign Terms and Conditions (“Terms”)

Version: 2018-1 [Posted: January 1, 2018]

Campaign Overview: The AMD4U 2018 SEC and Adobe® Campaign (“Campaign”) is an incentive program for a range of AMD APUs, GPUs, and CPUs sold as integrated components of computers and computer systems. Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA, 95054 USA (“Promoter”), in conjunction with promotional sponsors Adobe Systems Incorporated and Adobe Systems Software Ireland (collectively “Adobe”) and Square Enix Co., Ltd. (“SEC”), offer redemption codes (“Key Codes”) for downloads of specified PC games and/or other applications (“Applications”) with the purchase of Eligible Systems, as defined below. A unique Key Code will be assigned to each separate Application.

1. TIMING

- a. **Campaign Period:** Campaign Period begins on January 1, 2018 at 9:00:00 AM Eastern Time (“ET”) and ends on April 27, 2018 at 11:59:59 PM ET, or when supply of Key Codes is exhausted, whichever occurs first.
- b. **Purchase Period:** To receive a Key Code for an Application, Participant must purchase an Eligible System (defined below) that contains an Eligible AMD Product during the Campaign Period.
- c. **Redemption Period:** Redeem Key Codes beginning on January 1 at 9:00:00 AM ET and ending on May 27, 2018 at 11:59:59 PM ET. Key Code redemptions must be made by the end of the Redemption Period to obtain Application downloads, after which the Key Codes will be void.

2. WHAT YOU MUST BUY

- a. Purchase an Eligible System that contains an Eligible AMD Product.
- b. An “Eligible System” is a computer system manufactured and branded by one of the Participating OEMs or System Builders listed in Table A below:

TABLE A

OEMs:	System Builders:
Acer Alienware AsusTEK Computer Inc. Dell Inc. HP Inc. Lenovo Medion Toshiba	ABS CyberPowerPC CybertronPC iBUYPOWER

- c. An “Eligible AMD Product” is an AMD APU, CPU, or GPU processor listed in Table B below.

TABLE B

Eligible AMD Product	Bundle	SEC Game Title Choices
A9-9400 (eligible in Germany only) A9-9410 (eligible in Germany only) A9-9420 (eligible in Germany only) A9-9420e (eligible in Germany only) A9-9430 (eligible in Germany only) A12-9800E A12-9800 A12-9730P A12-9720P A12-9700P A10-9700E A10-9700	Choice of 1 SEC Game Title + 3 months subscription for Adobe® Creative Cloud® Photography Plan	<u>SEC Games</u> THE TURING TEST GOETIA OH MY GODHEADS CHILDREN OF ZODIARCS BLACK THE FALL TOKYO DARK FORGOTTEN ANNE* DEADBEAT HEROES BATTALION 1944* FEAR EFFECT SEDNA*

Eligible AMD Product	Bundle	SEC Game Title Choices
A10-9630P A10-9620P A10-9600P		*Games expected to be available at a future date. Participant who selects one of these games will receive an email notification from Promoter when the game(s) are available.
Radeon™ RX 550 Radeon™ RX 540 Radeon™ RX 470 Radeon™ RX 460	3 months subscription for Adobe® Creative Cloud® Photography Plan	n/a
Ryzen™ 3 1300X Ryzen™ 3 1200 AMD FX-9830P AMD FX-9800P	Choice of 2 SEC Game Titles + 3 months subscription for Adobe® Creative Cloud® Photography Plan	<u>SEC Games</u> THE TURING TEST GOETIA OH MY GODHEADS CHILDREN OF ZODIARCS BLACK THE FALL TOKYO DARK FORGOTTEN ANNE* DEADBEAT HEROES BATTALION 1944* FEAR EFFECT SEDNA* *Games expected to be available at a future date. Participant who selects one of these games will receive an email notification from Promoter when the game(s) are available.
Radeon™ RX 570 Radeon™ RX 560 Radeon™ RX 480	3 months subscription for Adobe® Creative Cloud® Photography Plan	n/a
Ryzen™ Threadripper™ 1950X Ryzen™ Threadripper™ 1920X Ryzen™ Threadripper™ 1900X Ryzen™ 7 2700U Ryzen™ 7 1800X Ryzen™ 7 1700X Ryzen™ 7 1700 Ryzen™ 5 2500U Ryzen™ 5 1600X Ryzen™ 5 1600 Ryzen™ 5 1500X Ryzen™ 5 1400	Choice of 3 SEC Game Titles + 2 months subscription for Adobe® Creative Cloud®	<u>SEC Games</u> THE TURING TEST GOETIA OH MY GODHEADS CHILDREN OF ZODIARCS BLACK THE FALL TOKYO DARK FORGOTTEN ANNE* DEADBEAT HEROES BATTALION 1944* FEAR EFFECT SEDNA* *Games expected to be available at a future date. Participant who selects one of these games will receive an

Eligible AMD Product	Bundle	SEC Game Title Choices
Ryzen™ 7 PRO 1700X Ryzen™ 7 PRO 1700 Ryzen™ 5 PRO 1600X Ryzen™ 5 PRO 1600 Ryzen™ 5 PRO 1500 Ryzen™ 5 PRO 1400 Ryzen™ 5 PRO 1300 Ryzen™ 5 PRO 1200 Ryzen™ 3 PRO 1300 Ryzen™ 3 PRO 1200 PRO A12-9830B PRO A12-9800B PRO A12-9800E PRO A12-9800 PRO A10-9730B PRO A10-9700B PRO A10-9700E PRO A10-9700 Radeon™ Pro WX 9100 Radeon™ Pro WX 7100 Radeon™ Pro WX 5100 Radeon™ Pro WX 4100 Radeon™ RX 580 Radeon™ RX Vega ⁶⁴ Radeon™ RX Vega ⁵⁶	2 months subscription for Adobe® Creative Cloud®	email notification from Promoter when the game(s) are available. n/a
A9-9400** A9-9410** A9-9420** A9-9420e** A9-9430** A8-9600** **Limited to the following jurisdictions only: Argentina, Chile, Colombia, Costa Rica, Ecuador, Mexico, and Peru. Participants outside of the aforementioned countries who own an Eligible System containing an A9 or A8 do not qualify for this corresponding Bundle.	3 months subscription for Adobe® Creative Cloud® Photography Plan	n/a
A9-9400** A9-9410** A9-9420** A9-9420e** A9-9430** A8-9600** A8-7410**	Choice of 1 SEC Game Title	<u>SEC Games</u> THE TURING TEST GOETIA OH MY GODHEADS CHILDREN OF ZODIARCS BLACK THE FALL TOKYO DARK

Eligible AMD Product	Bundle	SEC Game Title Choices
<p>**Limited to the following jurisdictions only: Australia, New Zealand, India, Japan, Korea, Indonesia, Malaysia, Thailand, Philippines, and Singapore. Participants outside of the aforementioned countries who own an Eligible System containing an A9 or A8 do not qualify for this corresponding Bundle.</p>		<p>FORGOTTEN ANNE* DEADBEAT HEROES BATTALION 1944* FEAR EFFECT SEDNA*</p> <p>*Games expected to be available at a future date. Participant who selects one of these games will receive an email notification from Promoter when the game(s) are available.</p>

- d. Refer to Table B to view which Eligible AMD Products correspond with which Bundle and SEC Game Title Choices. A “Bundle” consists of Application(s) that a Participant may receive with the purchase of an Eligible System that contains an Eligible AMD Product.
- e. Where noted with double asterisks, certain Eligible AMD Product purchases will qualify for a corresponding Bundle only in particular jurisdictions. In those cases where Eligible AMD Product restrictions exist, no substitution or other compensation will be provided.
- f. Prior to purchasing, it is recommended that Participant confirm that the system that Participant wishes to purchase qualifies as an Eligible System (i.e., it contains one or more Eligible AMD Products).

3. MODIFICATIONS TO TERMS

- a. AS AVAILABILITY VARIES, APPLICATIONS MAY CHANGE WITHOUT NOTICE.
- b. Promoter reserves the right to amend the Terms, including without limitation the specific game titles and/or Eligible AMD Products in of Table B 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. APPLICATIONS

- a. Adobe Applications.
 - i. Adobe® Creative Cloud® software has an approximate retail value of \$49.99 USD per month.
 - ii. Adobe® Creative Cloud® Photography Plan software has an approximate retail value of \$9.99 USD per month.
 - iii. Restricted Availability of Adobe® Software: The Adobe® Software is not available in Afghanistan, Albania, Andorra, Angola, Anguilla, Antarctica, Antigua and Barbuda, Aruba, Bahamas, Bangladesh, Barbados, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Bosnia and Herzegovina, Botswana, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, China, Comoros, Democratic Republic of Congo, Côte d'Ivoire, Croatia, Curaçao, Djibouti, Dominica, Dominican Republic, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands (Malvinas), Faroe Islands, Fiji, French Guiana, Gabon, Ghana, Greenland, Grenada, Guadeloupe, Guernsey, Guinea, Guinea-Bissau, Guyana, Haiti, Holy See (Vatican City State), Honduras, Iceland, Isle of Man, Jamaica, Jersey, Kenya, Lesotho, Liberia, Libya, Liechtenstein, Macau, Macedonia, Madagascar, Malawi, Maldives, Mali, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Monaco, Mongolia, Montenegro, Montserrat, Mozambique, Myanmar, Namibia, Nepal, New Caledonia, Nicaragua, Nigeria, Pakistan, Panama, Papua New Guinea, Paraguay, Réunion, Rwanda, Saint Helena, Ascension and Tristan da Cunha, Saint Kitts and Nevis, Saint Lucia, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, Samoa, San Marino, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Saint Maarten (Dutch part), Somalia, Sri Lanka, Suriname, Swaziland, Tanzania, Togo, Trinidad and Tobago, Turks and Caicos Islands, Uganda, United States Minor Outlying Islands, Uruguay, Vanuatu, Vietnam, British Virgin Islands, Zambia,

Zimbabwe or any country in which distribution of Adobe® Software is prohibited by law or export restrictions or otherwise, or in which Adobe® Software are not available or in which the Campaign is prohibited. Please visit www.adobe.com/creativecloud for more information.

- iv. In the event that Participant cannot redeem a Key Code for Adobe® Software in his jurisdiction of residence, no substitution will be provided and only the SEC game portion of the Bundle will be fulfilled, subject to these Terms.
 - v. Adobe and Creative Cloud are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
- b. SEC Games
- i. The approximate retail value of each SEC game title is between \$14.99 - \$29.99 USD.
 - ii. Promoter reserves the right to substitute an Application of equal or greater monetary value if the Application cannot be awarded for any reason.
 - iii. In the event that a SEC game title is unavailable for any reason, Promoter will notify Participant at the email address provided in the Participant's AMD account profile and inform Participant of the substitute game title.
 - iv. ALL SEC GAME TITLE SELECTIONS MUST BE MADE AT TIME OF REDEMPTION, REGARDLESS IF THE SEC GAME TITLE HAS BEEN RELEASED OR IS SCHEDULED TO BE RELEASED ON A FUTURE DATE.
 - v. As noted in Table B, some of the SEC game titles (designated with an asterisk) are expected to be available at some point in the future. In the event that a SEC game title has not been released at the time of Key Code redemption, Promoter will notify Participant at the email address provided in Participant's account profile once the SEC game title becomes available. The email notification will provide instructions for receiving and redeeming the Key Code for the applicable SEC game title.
 - vi. As noted above, the Terms, including the SEC game titles available within a particular Bundle, are subject to change pursuant to Section 3, above.

5. REDEMPTION

- a. Redeeming a Key Code for an Application can be accomplished in either of two ways: Automated Online Redemption method, or Optional Online Proof-of-Purchase Manual Redemption method.
 - i. Automated Online Redemption method
 - 1. Participant must visit www.amd4u.com to complete a registration form wherein Participant will be required to sign up for and activate an AMD account. Participant's name, email and other information is required. An internet connection is required. Connection fees may apply.
 - 2. Using the Eligible System, Participant must download and run the automated AMD Product Verification Tool which will collect identifying information on the system's APU/CPU, GPU (video card), system manufacturer, serial number and Operating System to verify that it is an Eligible System.
 - 3. Participant will be required to consent to the terms of use agreement for the AMD Product Verification Tool.
 - 4. Upon successful verification, the AMD Product Verification Tool will output a message to the Participant notifying him/her if the system purchased has been verified as an Eligible System and will provide a link for Application redemption.
 - 5. Additionally, an email confirmation will be sent to the email address specified in the Participant's account profile confirming next steps for redemption.
 - 6. If the system is not able to be verified as an Eligible System, the Participant will receive an e-mail from support@amd4u.com explaining why the submission was denied.
 - 7. In the case the Participant does not receive any communication via an email within 72 hours after submitting his/her registration form, the Participant should (i) check his/her "junk" email or "spam" folders to see if the email has been directed there; and if not (ii) submit a support ticket via the "Contact Support" link located on the redemption portal.
 - ii. Optional Proof of Purchase Manual Redemption method

1. Participant must visit www.amd4u.com to complete a registration form wherein Participant will be required to sign up for and activate an AMD account. Participant's name, email and other information is required. An internet connection is required. Connection fees may apply.
 2. Click on the "AMD Product Verification" button.
 3. Review and agree to the "AMD Product Verification" disclaimer.
 4. Click the "opt-out" link found below "Download the AMD Product Verification Program" button and follow the step-by-step instructions to complete the process.
 5. Participant must download and run the script application in order to validate eligibility.
 6. Participant will then be required to upload the script application text output, proof-of-purchase with a clear image of receipt and serial number and submit. AMD or its representative will verify that the information provided on the proof of purchase and serial number meets all requirements of the terms and conditions of an eligible system. Upon successful verification, AMD or its representative will send an email communication from support@amd4u.com to the email address specified in Participant's account profile confirming eligibility and next steps required in order to download the Application.
 7. Once the system validation confirmation is received, Participant must log back in to www.amd4u.com redemption portal for Application redemption.
 8. If the Proof-of-Purchase Manual Redemption method information is not approved, the Participant will receive an e-mail from support@amd4u.com explaining why the submission was denied.
 9. If Participant does not receive any communication via an email within 72 hours after submitting their registration form, the Participant should (i) check its "junk" email or "spam" folders to see if the email has been directed there and if not, (ii) submit a support ticket via the "Contact Support" link located on the redemption portal.
- b. To Receive Key Codes
- i. After the Participant's system has been validated as an Eligible System by one of the methods listed above, Participant will be able to select an Application from a menu of available Applications. The menu of available Applications and the number of Applications from which the Participant may choose depends upon the Eligible System/Eligible AMD Product purchased, as further described in Table B.
 - ii. Participant's Application selection is not guaranteed until Participant makes a final Application choice. Once the final Application choice is confirmed by Participant the Application code will be displayed.
 - iii. Participant may only choose an Application game title from among those listed in Table B at the time of redemption.
 - iv. Participant may receive a Key Code for each Application download.
 - v. An email notification will be sent to the Participant with Application code details and next steps required to redeem the Application of choice.
 1. Participant will receive an email from gamekeys@amd4u.com that contains the Key Code(s) for the Application selected and instructions for redeeming the Key Code and downloading the Application at the email address provided in Participant's account profile.
 2. If Participant does not receive the Key Code within seven (7) days the Participant should (i) check its "junk" email or "spam" folders to see if the email has been directed there; and if not, (ii) enter a ticket through "Contact Support" on www.amd4u.com.
 3. No substitutions or exchanges allowed.
 - vi. THE WEBSITE IS ONLY PROVIDED IN THE FOLLOWING LANGUAGES: ENGLISH, JAPANESE, KOREAN, GERMAN, ITALIAN, FRENCH, RUSSIAN, PORTUGUESE, TURKISH, POLISH, AND SPANISH.

- vii. OFFER GOOD ONLY WHILE SUPPLIES OF KEY CODES LAST. PARTICIPANT WILL NOT BE ABLE TO OBTAIN KEY CODES AFTER ALL KEY CODES HAVE BEEN DISTRIBUTED.
 - viii. Key Codes 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 Key Codes, including without limitation seeking injunctive relief, disqualifying a Participant, or voiding a particular Key Code.
 - ix. Key Codes may not be combined with any other offer, rebate, or discount.
 - x. Key Codes have no cash value.
 - xi. Applications are for personal use only (i.e., no commercial use including but not limited to use in an internet café environment).
- c. To Download the Applications
- i. Upon receipt of the Key Code, Participant must visit the applicable Application provider's download portal at www.steampowered.com/getsteam and/or <https://creative.adobe.com/redeem> to sign up for an account or to log in to an existing account.
 - ii. THE WEBSITES AND THE APPLICATIONS MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE.
 - iii. Valid Application provider accounts and acceptance of Application provider's terms and conditions are required. THESE REGISTRATIONS ARE IN ADDITION TO THE REGISTRATION REQUIRED TO OBTAIN THE KEY CODE.
 - iv. Specific instructions for downloading the Applications will be provided along with the Key Code in the confirmation email. Application provider may impose additional restrictions. Some Key Codes are available prior to release of the associated Applications and Participant may be required to wait for the Application's release date before downloading the Application.
 - v. An internet connection is required. Connection fees may apply.
 - vi. Minimum specifications to 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 ("Participants").
 - ii. Residents of the People's Republic of China, Burma/Myanmar, Cuba, North Korea, Syria, Sudan, Venezuela, Libya, Lebanon, Somalia, 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.
 - iii. Employees of AMD, its subsidiaries, affiliates and agents, as well as the immediate family (spouse, parents, siblings, children, and domestic partner) and household members of each such employee are not eligible.
 - iv. 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 application would violate local law or cause damage to the reputation of AMD and/or any other party.
- b. Promoter: Advanced Micro Devices, Inc., 2485 Augustine Drive, Santa Clara, CA, 95054 USA.
- c. 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.
- d. Limitations

- i. Limit: One (1) Bundle per Eligible System, regardless of whether the Eligible System contains multiple AMD Eligible Products. If Participant is eligible for more than one Bundle, Participant will be eligible for the most valuable Bundle determined by Promoter in its discretion.
 - ii. Limit: Three (3) Eligible Systems per email address or person.
 - e. Disclaimer of Liability
 - i. Promoter is not responsible for invalid, incorrect, or unreachable email addresses provided by a Participant.
 - ii. Promoter is not responsible for lost, late, incomplete, invalid, altered, unintelligible or misdirected registration forms or submissions, which will be void.
 - iii. Promoter is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that a Participant is prevented from participating in the Campaign.
 - iv. Any tax liability if any is the sole responsibility of, and must be paid by, the Participant.
 - v. PROMOTER IS NOT BOUND BY, AND WILL BE UNDER NO LIABILITY FOR, ANY STATEMENT BY ANY RETAILER IN CONFLICT WITH THESE TERMS INCLUDING, BUT NOT LIMITED TO STATEMENTS REGARDING KEY CODE AVAILABILITY AND/OR THAT MORE KEY CODES WILL BE AVAILABLE OR DISTRIBUTED TO PARTICIPANTS.
 - f. Termination
 - i. Promoter reserves the right to cancel the Terms of this Campaign at any time without prior notice.
 - ii. Promoter may declare this Campaign void where it is taxed, regulated, prohibited or restricted/prohibited by applicable law.
 - g. Personal Data
 - i. All 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, available at <http://www.amd.com/en-us/who-we-are/privacy>.
 - ii. By participating in this Campaign, Participant agrees that his/her personal information may be transferred and stored on servers outside his/her country of residence, which may not provide the same level of protection for personal information as in his/her 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 transfer, storing 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 his/her personal information, or wishes to exercise his/her rights in connection with such personal information, he/she may contact the AMD Communication Preference Centre at: 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 the participant in connection with the Campaign; and (b) if the Participant elects to receive additional information from AMD, to send additional information to the Participant. The 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@amd4u.com.
 - iv. AMD will not provide personal information to any third party, except as necessary to: (i) administer the Campaign and award the Application; (ii) comply with legal requirements of any governmental authority, (iii) protect and defend the rights or property of AMD; and (iv) 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 his/her personal information associated with his/her 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 his/her personal information which AMD holds about him/her and that, subject to certain exemptions, Participant has the right to request access to his/her personal information and have it rectified, erased or object to its processing, or to have access to it restricted;
 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;
 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 his/her personal information, Participant may be entitled to lodge a complaint with a data supervisory authority of an EEA member state.

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