

## **#IntelNerdHQ Twitter Giveaway Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**#IntelNerdHQ Twitter Giveaway Sweepstakes** ("Promotion") begins Mon., July 8, 2013 at 12:00 p.m. U.S. Pacific Time ("PST") and end Thurs., July 18, 2013 at 11:59:59 p.m. PST ("Promotion Period").

The Promotion is sponsored by Intel Corporation ("Sponsor") and administered by CMD is open only to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years of age and have reached the age of majority in their home states at the time of entry. Void outside the United States, in Puerto Rico and where taxed, restricted, or prohibited by law.

#### **1. How to Enter**

To participate, you must have or create a non-private Twitter account ("Twitter account"). If you already have a Twitter account, you will have to sign in to your account. If you are not an existing member of Twitter, you will be required to follow the directions and join Twitter. When you join Twitter, you are indicating that you have read and agree to accept the Twitter Terms of Service and Privacy Policy. Membership to Twitter.com is free.

To enter, create and tweet a 7-second or less video in response to the question: "How are you gearing up for #SDCC?" using a designated contest hashtag, #IntelNerdHQ.

#### **2. Prizing**

One (1) winner will be chosen at random from all entries received during the Promotion Period and will receive one (1) ASUS ME400 tablet, powered by the Intel® Core™ processor, with an Approximate Retail Value (ARV) of valued at \$499.99 USD.

#### **3. Prize Drawing**

The Sponsor will choose one (1) winners (subject to verification) from a random drawing of all eligible entries received during the Promotion Period. The drawings will occur the same week as the end of the Promotion.

Only one Prize per individual, family or Twitter account during the Promotion Period. Winners are solely responsible for all federal, state, and local taxes and all unspecified expenses or fees associated with prize acceptance, receipt and use. No substitution, assignment, or transfer of prizes permitted, except by Sponsor, who reserves the right to substitute a prize/prize component with another prize/prize component of greater or equal value if prize/prize component cannot be awarded as stated for any reason. Sponsor will report taxes as required by the applicable law of Sponsor's jurisdiction and winner's jurisdiction. All prizes are awarded "as is" with no warranties, representations, or guarantees, including but not limited to, quality, condition, merchantability, or fitness for a particular purpose. Winners must look to the manufacturer or service provider for any potential warranties or guarantees. In the event that a potential prize winner cannot be contacted, prize is rejected, or prize is returned as undeliverable, potential winner forfeits prize without compensation. In the event that a potential prize winner is disqualified for any reason, potential winner forfeits prize. In the event of prize forfeiture, an alternate winner will be selected in a random drawing from all remaining eligible entries received for the particular Giveaway's drawing. Potential winners will be notified by Twitter direct message. Prizes will

be fulfilled by mail approximately 8-10 weeks after the conclusion of the Promotion, subject to verification of potential winners' eligibility and full compliance with these Official Rules. Winners will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (where lawful) within seven days of the date indicated thereupon in order to claim his or her prize. If the potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period, or if (for any prize) the prize is returned as undelivered, potential winner forfeits such prize and an alternate winner will be selected.

**Odds of winning depend on the number of eligible entries received.**

**4. Eligibility**

Promotion is open to all legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age and have reached the age of majority in their home state at the time of entry. Void outside the United States, in Puerto Rico and where taxed, restricted, or prohibited by law. Employees, officers, and directors of Intel Corporation (Sponsor) and CMD, their respective partners, agencies, related companies, and agents, as well as the immediate family (defined as parents, spouse, children, siblings, and grandparents), and same household members of each such employee, officer, and director are not eligible to enter. All applicable federal, state, and local laws and regulations apply. By participating, you agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

**5. General Conditions**

Sponsor's computer is the official clock for purposes of the Promotion. Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, or any other factor beyond its control impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winners via random drawing comprised of all eligible entries received prior to (and/or after, if appropriate) the action taken by Sponsor or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of this Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Tampering includes but is not limited to the submission of Entry that is not solely and completely the original work of individual submitting same. Any attempt by any person to deliberately damage Sponsor's or any related website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law (as well as disqualifying such individual, if appropriate). Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules (or any other promotional materials) may not be published elsewhere without the express written consent of Sponsor, which may be withheld for any reason.

**6. Publicity**

Except where prohibited by law, participation in the Promotion and acceptance of prize constitutes winner's consent to Sponsor's use of winner's name, likeness, voice, opinions, hometown, and state and other indicia of persona for promotional, trade, or advertising purposes in any media without geographic or time limitation, and without additional payment or consideration.

**7. Release**

By entering the Promotion and, if applicable, receipt of any prize, each entrant and, as applicable, winner agrees to release and hold harmless Sponsor, its partners and agencies (including but not limited to Intel Corporation and CMD), their respective related companies, and each of their respective officers, directors, employees, and agents, from and against any claim or cause of action arising out of participation in the Promotion or any Promotion-related activity, or from the receipt or use or misuse of any prize or from merchandise delivery, from claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property or personal rights related cause of action.

#### **8. Limitations of Liability**

Sponsor, its partners, and agencies (including but not limited to Intel Corporation and CMD) are not responsible for and you hereby release Sponsor, its partners, and agencies (including but not limited to Intel Corporation and CMD) from any claims arising from: (1) incorrect or inaccurate transcription of entry information or lost, stolen, illegible, incomplete, misdirected entry forms (including but not limited to content/story submitted therewith, if appropriate), or entry forms (including but not limited to content/story submitted therewith, if appropriate) received through impermissible or illegitimate channels, all of which are void and will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of website or any other service; (4) unauthorized human intervention in any part of the entry process or the Promotion and/or incomplete or inaccurate information being displayed on website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; (5) electronic or human error which may occur in the administration of the Promotion or the processing of submitted entry forms (including but not limited to content/story submitted therewith, if appropriate); or (6) any injury or damage to persons or property, including but not limited to an individual's computer (or any information/materials stored thereon), which may be caused, directly or indirectly, in whole or in part, by participation in the Promotion or from downloading any material from Sponsor's or related website(s), regardless of whether the material was prepared by Sponsor, agency, or a third party, and regardless of whether the material is connected to a Sponsor's or agency's website by a hypertext link.

#### **9. Disputes/Choice of Law**

Except where prohibited by law, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the state of Delaware, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) you hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. Delaware law (with the sole exception of the choice of law/conflict of law rules of Delaware or of any other jurisdiction) governs the Sweepstakes and all aspects related thereto including construction, validity, interpretation, and enforceability of these Official Rules. By participating in Sweepstakes, you agree to submit to the personal and exclusive jurisdiction of the courts located in Delaware.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

10. **Winners List:** For the winners list, send an email with Subject Line: "#IntelNerdHQ Twitter Giveaway Sweepstakes Winners List Request," to [mblankenship@cmdagency.com](mailto:mblankenship@cmdagency.com). Or, for a copy of the winners list, mail a self-addressed stamped envelope to #IntelNerdHQ Twitter Giveaway Sweepstakes, 1631 Thurman Street, Portland, OR 97209. Requests must be received by October 31, 2013.

11. **Use of Data.** Sponsor will be collecting personal data about entrants online for purposes of administering this Sweepstakes, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [http://www.intel.com/sites/sitewide/en\\_US/privacy/privacy.htm](http://www.intel.com/sites/sitewide/en_US/privacy/privacy.htm). By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.