

INTEL GAMER DAYS x ABS PC NAMING CHALLENGE

Official Rules

This promotion is a contest. This contest is not a raffle or a lottery. This contest is in no way a solicitation to buy goods or services.

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN THIS CONTEST.

A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THE INTEL GAMER DAYS x ABS PC NAMING CHALLENGE CONTEST ("CONTEST") BEGINS AT 12:01 AM PACIFIC TIME ("PT") ON 8/24/2023 and ENDS AT 11:59 PM PT ON 9/3/2023 ("CONTEST ENTRY PERIOD")

ELIGIBILITY: Open only to legal residents of the contiguous United States and Washington D.C., age 18 years at the time of entry. Void where prohibited by law. Subject to all applicable federal and state and local laws and regulations. Governed by U.S. law. Employees and their immediate families (parents, children, spouse, siblings) and those living in the same household (whether related or not) of: Advanced Battlestations, Inc., ("ABS") ("the Sponsor"), Intel Corporation, their respective advertising and promotion agencies (including but not limited to any independent judging organization, if applicable), Sponsor's affiliates, subsidiaries and additional prize donors (if applicable) are not eligible to enter.

HOW TO ENTER: To enter online and submit a Name Suggestion for ABS to use as a series name for its line of pre-built desktop computer ("online entry"), visit <https://absgamingpc.com/intel-gamer-days-2023> (or other URL provided) or click on the link in the online contest announcement and follow all online entry instructions to enter. All online/onsite entry notices posted at website apply, including but not limited to the Sponsor's Privacy Policy, available at <https://kb.newegg.com/knowledge-base/privacy-policy-newegg/> Online entries must be received between 12:01 AM Pacific Time ("PT") on 8/24/2023 and 11:59 PM PT on 9/3/2023. See entry limit information below.

THERE IS A LIMIT OF ONE (1) CONTEST ENTRY PER PERSON FOR THE ENTIRE CONTEST ENTRY PERIOD. Any attempt to exceed this limit may automatically disqualify all entries from that entrant. Entry materials/data that have been tampered, altered, photocopied or mechanically reproduced or from unauthorized channels are not eligible and will be void. Entry into the Contest constitutes your consent to participate in this Contest and your consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Contest. Neither the Sponsor nor its designated agent assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Contest. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected or postage due mail/entries. All entries become Sponsor's property and will not be returned or acknowledged.

CONSUMER DISCLOSURES: No purchase or contribution of any kind necessary to enter or win. You have not yet won. Begins 8/24/2023; ends 9/3/2023 ("Entry Period"). One (1) Grand Prize: A custom-built Personal Computer named after the winning Name Suggestion: Approximate Retail Value ("ARV"): \$1,200. At the Sponsor's sole discretion, a prize of approximately the same ARV or a cash alternative may be awarded in lieu of any prize. **SPONSOR:** Advanced Battlestations, Inc., 17560 Rowland Street, City of Industry CA 91748.

For all winners: Each winner acknowledges the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of prize, except that prize will be subject to the manufacturer's stated warranty, if any.

While the goal of the Contest is to identify and select a new brand name for certain ABS's product(s), Sponsor may choose not to use the winning Name Suggestion in commerce or secure federal or state legal protection for the winning Name Suggestion.

WINNER SELECTION AND WINNER RESPONSIBILITIES:

The selection for the winner of the Contest will be conducted on or about 9/8/2023 from all eligible entries received. Selection will be conducted by ABS's management team, in its sole and complete discretion, and will be final and binding in all respects. If two or more Entrants submit the same Name Suggestion and that Name Suggestion is chosen for the Grand Prize, then the Entrant who first submitted the Name Suggestion will be declared the Grand Prize Winner, as the case may be.

Potential winners will be notified via email, telephone and/or overnight mail, First Class mail, or publication via ABS' website (<https://www.abs gamingpc.com>) promptly thereafter. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Three attempts (if made by email or phone) will be made to contact each potential winner within a seven-day period. If a potential winner fails to respond within seven days, or if email attempts are returned as undeliverable, that potential winner will be disqualified and an alternate will be selected in a separate selection process. In order to receive a prize, a potential winner may be required to complete an Affidavit of Eligibility and Release of Liability which must be signed and returned along with other documents required within seven (7) days of date printed/stated on notification, or the corresponding potential winner will be disqualified and an alternate winner will be determined in a separate selection process at the Sponsor's sole discretion. Prizes awarded promptly after winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays. At Sponsor's discretion, winners will be required to furnish his/her Social Security number to Sponsor or Sponsor's agent for tax reporting purposes and, if applicable, an IRS form 1099 will be filed in his/her name for the verified retail value of the prize won. Prize-related expenses, including taxes (if applicable), will be the sole responsibility of prize winners.

Ownership of Name Suggestions: If any Name Suggestion is selected as a winner, for the Grand Prize, each winning Entrant hereby irrevocably assigns and release to Advanced Battlestations, Inc. and its affiliates any and all intellectual property rights relating to such Name Suggestion, including any text, images, logos, design features, trade name, trademark, service mark, copyright, or any other material registered or otherwise protected or protectable under state, federal, or foreign patent, trademark, copyright, or similar laws, if any, that such Entrant may have in such Name Suggestion. To the extent such assignment is not otherwise effective, each winning Entrant agrees to work with Advanced Battlestations, Inc. and its affiliates to ensure that Advanced Battlestations, Inc. and its affiliates have an exclusive, worldwide, perpetual, fully paid-up, royalty-free, transferable right and license in the Name Suggestion. At the request of Advanced Battlestations, Inc. and its affiliates, and at no additional charge, such Entrant hereby covenants and agrees to execute, acknowledge, and deliver any and all documents or instruments that Advanced Battlestations, Inc. and its affiliates may determine necessary, in its reasonable discretion, to fully assign any and all intellectual property rights that such Entrant may have in such Name Suggestion

to Advanced Battlestations, Inc. and its affiliates; provided, however, the licenses granted hereunder shall be effective regardless of whether any such additional documents are executed. Each Entrant further acknowledges and agrees that any prize that such Entrant might receive as a result of submitting such content through the Contest is adequate and represents the fair market value for the Name Suggestion.

Consent to Use of Submissions: By participating in the Contest, Entrants expressly agree and consent to the use of the Entrant's submissions, name(s), statement about the Contest, and related information for any and all purposes, without any further compensation, notice, review, or consent, including, but not limited to, news, publicity, advertising, trade, posting to social media, and/or promotion on behalf of ABS and its affiliates, unless prohibited by law. Entrants voluntarily transfer to ABS and its affiliates all right, titles, and interests, including copyright, to any submitted materials. Prize winners may be required to sign and return an affidavit of eligibility and liability release before a prize is awarded.

Odds: The odds of winning depend on the number of eligible entries received, and ABS, in its sole discretion, will select a winning Name Suggestion.

Third-Party Intellectual Property Rights: Submissions must pass a preliminary trademark screening to be eligible for the Grand Prize. Further, by entering this Contest, Entrant represents and warrants that the submission is an original work of authorship and does not intentionally or knowingly violate any third party's proprietary or intellectual property rights. If Entrant's entry infringes upon the intellectual property right of another, the Entrant will be disqualified at the sole discretion of ABS. If Entrant's submission is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Entrant shall, at his/her sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless ABS and its affiliates from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense that ABS and its affiliates may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

GENERAL: By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, home state, likeness, statements and prize won for purposes of advertising, promotion and publicity without additional compensation. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize or for any suspension of the Contest or inability to implement the Contest or award the prizes as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism, or any federal, state, or local government law, order, or regulation, order of any court or regulator. Sponsor reserves the right to take action to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), or (iii) suspend entries if the Contest becomes unfairly impaired in any way and to select winners from among all eligible entries received prior to such action. This Contest shall be governed by and interpreted under the laws of the State of California, U.S.A. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET

COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE: Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Sponsor, any entity involved in the fulfillment of the prizes or the administration of the Contest, and their respective employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize or portion of prize, including property damage, personal injury or death.

WINNERS' LIST: For the name(s) of the winners (available after 10/16/2023), send a self-addressed, stamped envelope by that date to Advanced Battlestations, Inc., 17560 Rowland Street, City of Industry, CA 91748.

PRIVACY: To learn more about the ways Sponsor may use and share your information and about your privacy choices, read the Privacy Statement at <https://kb.newegg.com/knowledge-base/privacy-policy-newegg/>.

OPT OUT: To opt out of receiving our future contest and sweepstakes write to: Contest and Sweepstakes Opt-out, c/o Advanced Battlestations, Inc., 17560 Rowland Street, City of Industry, CA 91748 or you may email your request to: customer-care@abs.com.

NOTICE TO ONLINE ENTRANTS: In the event of a dispute as to any registration, the authorized account holder of the email address (at time of entry) will be deemed to be the registrant. The "authorized account holder" is defined as the natural person who is assigned the email address by his/her Internet access provider, online service provider or other organization responsible for assigning email addresses as shown on his/her carrier's records for the domain associated with the submitted address. Winner may be required to show proof of being the authorized account holder. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, 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, equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any

injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION AGREEMENT:

- a) **Agreement to Arbitrate:** This Section is referred to in these Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Rules, the Contest, your participation in the Contest, the prize, acceptance, possession, use or misuse of the prize (including any alleged breach thereof), any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than in court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Contest, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- b) **Prohibition of Class and Representative Actions and Non-Individualized Relief:** *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*

- c) **Pre-Arbitration Dispute Resolution:** Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant satisfaction by emailing customer support at customer care@abs.com. If such efforts prove

unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Sponsor should be sent to Advanced Battlestations, Inc., 17560 Rowland Street, City of Industry, CA 91748, Attn: ABS Contest. (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within ninety (90) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

- d) Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the JAMS’s rules and procedures, including the JAMS’s Arbitration Rules and Procedures (collectively, the “JAMS Rules”), as modified by this Arbitration Agreement. For information on JAMS, please visit its website, <http://www.jamsadr.com>; Information about the JAMS Rules and fees can be found at the JAMS’s Rules and Procedures page, <https://www.jamsadr.com/adr-rules-procedures/>; If there is any inconsistency between any term of the JAMS Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by JAMS. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the JAMS Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- e) Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the JAMS Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the JAMS Rules.
- f) Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

- g) Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
- h) Conflict:** In the event of any conflict between any term or condition in this Section and any term or condition in our Terms of Service/Terms and Conditions, then the applicable term or condition in this Section shall apply.