#### AMD x FRAMEWORK DESKTOP PROMOTION

#### **OFFICIAL RULES AND TERMS**

# VOID WHERE PROHIBITED. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A PRIZE.

- 1. Sponsor: The AMD x FRAMEWORK DESKTOP PROMOTION ("promotion submission") is Sponsored by Advanced Micro Devices, Inc., 2485 Augustine Dr., Santa Clara, CA 95054, United States. <a href="https://www.amd.com">https://www.amd.com</a> ("AMD" or "Sponsor").
- 2. Eligibility: The desktop promotion from is open only to persons who are legal residents of the fifty (50) United States and the District of Columbia (D.C.) and Canada, who are at least 18 years of age (or at least the minimum age of majority in their place of residence, whichever is greater) at of the start of the Promotion (defined below), and who submit a valid submission form(defined below) ("Participant"). Submissions received from individuals located or residing in any country other than an Eligible Country, as noted above, as well any national of Belarus, Burma/Myanmar, Cuba, Iran, North Korea, Russia, Syria, Sudan, Venezuela, and/or any country prohibited by law or export restrictions or otherwise, regardless of legal residency, will be disqualified. Residents of the regions of Crimea, Donetsk, and Luhansk are not eligible. Employees of Sponsor, its subsidiaries, affiliates and agents, and the immediate family (defined as parents, children, siblings, domestic partner, husband, or wife) of each such employee, together with those with whom such employees are domiciled, are ineligible. By participating in the desktop promotion, Participants warrant that they are eligible to participate under the applicable local laws governing procurement of prizes and awards. Sponsor reserves the right to disqualify any Participant if Sponsor determines, in its sole discretion, that Participant's participation in the desktop promotion or receipt of an award or prize would violate local law or cause damage to the reputation of AMD and/or any other party. Participant may be required to submit proof of their eligibility.
- 3. Agreement to Official Rules and Terms: The desktop promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the desktop promotion constitutes Participant's full and unconditional agreement to, and acceptance of, these Official Rules and Terms and the decisions of the Sponsor, which are final and binding. Awarding of a prize is contingent upon Participant fulfilling all requirements set forth herein. These Official Rules and Terms will be posted online at: https://www.amd.com/en/forms/sign-up/framework-desktop-giveaway.html.

### 4. Promotion Period:

Promotion Period	Begins	Ends	Total Number of Prizes
1.	March 13, 2025, at 5:00 PM PST	June 30, 2025, at 9:00 PM PST	100 prizes to be awarded

Sponsor's computer systems will be the official timekeeping device for the desktop promotion. Promotion submissions that are submitted before or after the Promotion ("Promotion") will be disqualified.

#### 5. How to Enter:

During the Desktop Promotion Period, Participants must complete and submit the desktop promotion form ("Form") ("Form") ("submission"). There is a Limit of one (1) submission per Participant.

## SUBMISSIONS WILL BE EVALUATED BY A PANEL OF QUALIFIED AMD JUDGES.

Any language or information in the form included by a Participant is deemed to be part of the promotion submission and Participant gives Sponsor, its designees, successors, assigns and licensees a royalty-free, irrevocable, non-exclusive worldwide license to use, reproduce, modify, publish, create derivative works from, and display the form and all elements embodied therein, along with the Participant's name and/or Social Media account handle(s), in any manner, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for advertising, promotional, marketing and other purposes, without further payment or consideration, notification or permission. All promotion requests become the property of Sponsor, and none will be returned. If requested, Participant will sign any documentation required for Sponsor or its designees, successors, assignees, and licensees to make use of the non-exclusive rights Participant is granting to use the form. Released Parties (as defined below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed, or misdirected posts, all of which will be void.

The submission form must comply with the following Content Restrictions and Guidelines ("Restrictions and Guidelines"). Submitted forms that do not fully comply with these Restrictions and Guidelines shall be disqualified, at Sponsor's sole discretion.

#### **GUIDELINES AND RESTRICTIONS:**

- Participant's promotion submission must be original to the Participant and must be Participant's own
  work.
- The submission may not have been previously used for a submission in any other Sweepstakes, Contest, Challenge or Competition, and must not have been previously publicly displayed or published in any medium.
- 3. The promotion submission may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement.
- 4. The promotion submission must not in any way disparage Sponsor, any of its products or services, or any person or party affiliated with the promotion, or alternatively appear to promote any direct competitor of the Sponsor.
- 5. The promotion submission may not contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor in its sole discretion).
- 6. The promotion submission must not include threats (expressed or implied) to any person, place, business, or group.
- 7. The promotion submission must not invade privacy rights or any other rights of any person, business, or group, and the promotion form must not name or depict any third party without their explicit, written permission.
- 8. The promotion submission must not contain text or imagery that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on sex, race, gender, gender identity, religion, nationality, disability, sexual orientation, or age.
- 9. The promotion submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the submission is created.
- 10. The promotion submission must comply with all applicable Github Terms of Use.

<u>For All submissions</u>: Limit one (1) Form per person, per account handle, per household. Any forms that do not comply with the above Content Guidelines and Restrictions will not be eligible to receive a prize. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any submission the Authorized Account Holder of the email address used to register for Participant's Github.com account(s) will be deemed to be the Participant. The "Authorized Account Holder" is the natural person assigned

2

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the email address used to register for the Github.com account, as that is determined by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder. Sponsor is not responsible for lost, late, incomplete, invalid, illegible, or misdirected submissions, which may be disqualified, or for any error, human, technical or otherwise.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the promotion submission from or to be acting in violation of these Official Rules and Terms.

<u>6. Promotion Selection:</u> One hundred (100) Framework Desktop PCs are available based on a panel of qualified AMD Judges' application of the following Judging Criteria to all eligible Promotion submission forms received during the promotion Period.

## JUDGING CRITERIA

Submissions will be evaluated using the following weighted judging criteria.

Participant's promotion form submission must include a clear and detailed explanation of how the Participant would incorporate and use a Framework desktop PC for an AI application use case, which will count as 50% of the Participant's total score.

Additionally, Participant must be active in the open-source community and is able to demonstrate previous Git projects and contributions to the community for (50%) of the Participant's score.

In the event of a tie, Sponsor, in its sole discretion may elect to conduct a random drawing from among the Participants with tied scores to determine the award recipient.

7. Prize Notification and Delivery: Sponsor will notify each potential winner by email on or around the close of the promotion. Within (72) seventy-two hours of the Sponsor's notification, winner must supply any requested information for the administration of the desktop. Potential winners will be required to sign and return to Sponsor, a fully completed and legible Declaration of Eligibility, Liability and Publicity Release ("Declaration") including the correct answer to a skill-based algebra problem solved by the winner without assistance (Canadian residents only), except where prohibited by applicable law, in order to claim their prize. Potential winners are subject to verification, including verification of age. If a potential winner is disqualified for any reason, including ineligibility or forfeiture, Sponsor reserves the right to award the prize to a potential substitute winner in its sole discretion and each such potential substitute winner will also be subject to the prize notification and delivery requirements set forth in this paragraph. Sponsor is not responsible for any change of e-mail address, mailing or shipping address, and/or other contact information of Participant. Prize will be shipped to each winner within sixty (60) days of winner notification. Potential winner(s) may waive their right to receive a prize. Allow 6-8 weeks for prize delivery. The shipping address provided for the prize must not be a P.O. Box. Sponsor and/or Framework will not ship to a P.O. Box.

**COLLECTION OF PERSONAL DATA**: AMD may require the potential winner(s) to provide certain Personal Information ("PI") in a fully completed and signed Declaration, which will be accessed by employees of AMD, Inc., for the purpose of administering the PROMOTION, and in compliance with the <u>AMD Privacy Notice</u>. AMD may file documentation of the prize and the ARV with the appropriate tax authorities.

IF YOU DO NOT WISH TO PROVIDE THE REQUIRED PI, DO NOT SUBMIT AN ENTRY.

#### 8. Prizes:

Prize Description	Approximate Retail Value ("ARV") per Prize	Winner Notification
One hundred (100) Framework Desktop computers	US \$1999 ARV	All prize recipients will be notified by email within (14) days after the close of the Promotion Period described in Section 4 herein.

For All Prizes: Maximum one (1) prize package per person, per account handle, per household for the entirety of the desktop promotion. The total value of all prizes equals an approximate retail value of \$199,900 US as of March 13, 2025. Offer is subject to geographical limitation. Prices and exchange rates may vary, and dealer may sell for less. All aspects of the prizes not noted above (e.g., color, style, size, etc.) will be selected by Sponsor, in its sole discretion. Prize must be accepted as awarded and may not be transferred, substituted, or redeemed for cash or otherwise, except at Sponsor's sole discretion or as contemplated herein. Sponsor reserves the right to substitute a prize of equal or greater monetary value if the prize, or any component of the prize, cannot be awarded for any reason. Framework is responsible only for shipping of the prize; Sponsor and/or Framework are not responsible for prize utility, quality or otherwise. Once a prize is shipped to the winner, Sponsor and/or Framework are not responsible for any prize that is lost, stolen, mutilated, destroyed, misdirected, or undelivered for any reason. Sponsor and/or Framework will not replace any lost or stolen prize items. Taxes and fees, if any, are the sole responsibility of prize winners. Winners will be solely responsible for all national, federal, state, provincial, and/or local taxes, and local contribution, and for any other fees or costs associated with the appropriate taxing authority.

- **9. Release:** By participating, Participant agrees to release and hold harmless Sponsor, Framework, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the desktop promotion or receipt or use or misuse of any prize.
- 10. Privacy: The Participants acknowledge and understands that all personal information submitted as part of this promotion submission form will be collected and processed by Sponsor, for the purpose of managing the promotion submissions t. Participant can read more about their rights, how Sponsor handles Participant's personal information, and how to contact Sponsor in its Privacy Notice Participants' personal information will be shared by AMD at the direction of Participant with Framework for the purpose of managing the submission form. Participant can read more about their rights, how Framework handles Participant's personal information, and how to contact Framework in its Phyperlink "https://frame.work/marketplace/desktops" Privacy Policy?.
- 11. Publicity: Except where prohibited by applicable law, participation in the Desktop Promotion constitutes each award recipient's consent to Sponsor's use of the winner's name, city, state, province or county, and country, likeness, photograph, statements made by the winner about the Desktop Promotion Sponsor and/or Framework, and/or prize information for in any media without further payment or consideration, including, but not limited to, posting winner lists online. All forms become the property of Sponsor and/or Framework, and none will be returned.
- **12. General Conditions:** Sponsor reserves the right to terminate, amend, suspend, or modify this Desktop Promotion in whole or in part, at any time and without notice or obligation, if in Sponsor's sole discretion, any

factor interferes with its proper conduct as contemplated by these Official Rules and Terms. Without limiting the generality of the foregoing, if, for any reason, the Desktop Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Desktop Promotion, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the submission process. Any attempt by any person to deliberately undermine the legitimate operation of the Desktop Promotion may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules and Terms shall not constitute a waiver of that provision or of any other provision of these Official Rules and Terms. The invalidity or unenforceability of any provision of these Official Rules and Terms shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules and Terms is determined to be invalid or otherwise unenforceable, then the Official Rules and Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

13. Limitations of Liability: The Released Parties are not responsible, to the extent permitted by law, for: (1) any incorrect or inaccurate information, whether caused by Participant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Desktop Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the submission process or the promotion form submission; (4) technical or human error which may occur in the administration of the desktop promotion or the processing of forms; or (5) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the desktop promotion or receipt or use or misuse of any prize. If for any reason a Participant's submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another submission in the desktop promotion provided that if it is not possible to submit another submission due to discontinuance of the desktop promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all Eligible submissions or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. Sponsor reserves the right to award fewer than the stated number of prizes if, in the sole discretion of the panel of qualified AMD Judges, it does not receive enough qualified submissions after applying the Judging Criteria described in Section 6. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules and Terms to be available and/or claimed. Sponsor reserves the right to award a select number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims, in its sole discretion.

NOTHING IN THESE OFFICIAL RULES AND TERMS SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

14. Disputes: Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this desktop promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Texas or the appropriate Texas State Court located in Travis County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this desktop promotion, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and Terms, or the rights and obligations of the Participant and Sponsor in connection with the desktop promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the

State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply to you.

15. List of Prize Recipients: The Prize Recipient's List will be available at the close of Promotion Submission Period, by request only. For a list of the prize recipients (first name/last initial only) email <a href="mailto:Lindsey.Brown@amd.com">Lindsey.Brown@amd.com</a>. submissions for the prize recipient's list must be received within thirty (30) days of the close of the Promotion Submission Period. Submissions received after this time and/or date will not be honored.