

**“\$30K eSports Makeover” Contest (the “Contest”)
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

DATES OF CONTEST: The Contest begins at 9:00 a.m. Pacific Time (“PT”) on October 31, 2022 and ends at 11:59 p.m. PT on January 31, 2023 (“Contest Period”). For purposes of these Official Rules, all times given are in Pacific Time (“PT”).

ELIGIBILITY: The Contest is open only to high schools or colleges with eSports teams located in the fifty (50) United States or the District of Columbia (each, an “Entrant”). All eSports teams must be affiliated, recognized, and funded by the respective school board. The individual submitting the Submission (defined below) must be authorized to submit the Submission on behalf of the eSports team. Any team that discriminates on any basis, as determined by the Sponsor, is not eligible to participate.

Employees and their immediate family members (parents, children, siblings, or spouse, regardless of where they live, or persons living in the same household, whether related or not) of eSports (“Sponsor”) and its respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising, and Contest agencies, and any others engaged in the development, production, execution, or distribution of this Contest, including but not limited to National Sweepstakes Company, LLC (the “Independent Administrator”), and the entities supplying the prizes herein (all of the aforementioned collectively referred to as the “Contest Entities”), are not eligible to participate. Contest is subject to all federal, state, and local laws and regulations, without regard to conflict of law provisions. Contest is void outside of the fifty (50) United States and the District of Columbia and wherever else restricted or prohibited by law. By entering this Contest, the eSports team indicates their full and unconditional agreement to and acceptance of these Official Rules and the decision of the Sponsor, which are final and binding in all respects. Winning is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The Contest has two (2) categories: 1) High School eSports Teams/Clubs and 2) Collegiate eSports Teams/Clubs. Visit www.insight.com/esportsmakeover (the “Website”), complete the online entry form on the Website landing page, and submit a written statement of how new Intel-powered PC devices can help your eSports team’s performance, be more competitive, and provide a more immersive experience. (The “Submission”). The Entrant must complete the online entry form in its entirety and the written statement. The written statement can be up to 1,000 words. Upon completing the Submission, click the “Enter Now” button, and the eSports Team will receive one (1) Submission into the Contest.

There is a limit of one (1) Submission per eSports Team for the Contest.

Neither Sponsor, nor any other Contest Entity, are responsible for any Submission that is lost, late, misdirected, or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, or any other reason, theft or destruction or failures, faulty transmissions, or other telecommunications malfunctions. Submissions not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

By submitting a Submission, Entrant and Prize Winner grants Sponsor and their affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the Submission and/or the eSports makeover (to include any videos, photos, or written works of the workplace makeover), in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Submission and/or the eSports makeover to Sponsor affiliates, its marketing agencies, and to third parties for these purposes. Submission must be truthful in all respects. Entrant and Prize Winner further agrees and warrants that he/she may not submit any Submission that is known or that should be known at the time by the eSports Team that (a) is false, inaccurate, or misleading; (b) infringes on any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); or (d) is or may reasonably be

considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation.

NON-QUALIFYING SUBMISSIONS: Submissions (a) containing general obscene, lewd, crude, vulgar, profane, defamatory, or inappropriate text, including acts of violence or acts that appear to cause harm; (b) containing other offensive content and/or any content expressing explicit, graphic, or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive; (c) containing and displaying third-party brands prominently and intentionally or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity, or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light; or (d) otherwise violate these Official Rules, as determined by Sponsor, in their sole discretion, will be disqualified from the Contest. Sponsor reserves the right to disqualify a Submission with offensive content or material that it feels inappropriate in any way. Each Submission submitted must be an original work, never previously published, manufactured, or produced. Late Submissions or Submissions sent via any other method than those stated above will not be accepted.

JUDGING: On or about February 13, 2023, a Sponsor representative will judge all eligible Submissions received during the Contest Period based on the following criteria:

Submission should clearly articulate how new Intel-powered PC devices can help your eSports team's: i) performance, ii) competitiveness, and iii) provide a more immersive experience.

The Submission that receives the highest score in each category: i) High School, and ii) Collegiate will be deemed the Prize Winner for the category. In the event of a tie, the Sponsor will re-judge any tied Submissions to determine the Prize Winner.

Sponsor may perform as many "tiebreakers" as needed to determine one (1) Prize Winner per category.

The judging of Submissions will be conducted under supervision of the Sponsor, whose decisions are based upon their sole interpretation of these Official Rules and are final and binding in all respects.

Sponsor reserves the right not to award all prizes if, in its sole discretion, it receives an insufficient number of eligible and qualified Submissions. Prize awards are subject to verification of eligibility and compliance with the terms of these Official Rules.

PRIZES: Each Prize is an eSports makeover (the "Prize"). Each Prize will consist of any or all of the following: i) hardware and ii) services. The total for all elements to be awarded for the prize is up to \$30,000. The type of hardware/services will be determined by the Sponsor. The Prize Winner may review and provide feedback on the hardware/services being offered, but Sponsor will have the final decision. The total value to be awarded towards any hardware/services offered will be a maximum of \$30,000. A tax payment of 30% will be made to the IRS on behalf of the Prize Winner. The value of the tax payment will be determined based on the actual value of the Prize at the time of award. The Prize Winner will be responsible for any tax liability that exceeds the 30% tax payment made by the Sponsor to the IRS. Total approximate retail value ("ARV") of each Prize is a maximum of \$39,000. In the case that a school is exempt from Federal Income taxes, they need to provide tax-exempt documentation to Insight.

The total ARV of all Prizes to be awarded is a maximum of \$78,000.

RESTRICTIONS: Limit of one (1) Prize per Category per eSports Team for the Contest. Prize Winners agree that all Prizes are being provided "as is," and the Released Parties (as defined in the "NO LIABILITY" section below) make no warranty, representation, or guarantee regarding any Prize, including but not limited to its quality, condition, merchantability, or fitness for a particular purpose. No transfer, substitution, or cash redemption of Prizes is permitted, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if a Prize or element thereof becomes unavailable due to reasons beyond the control of the Sponsor. Prize Winners are solely responsible for any federal, state, and local taxes if applicable. No more than the number of Prizes set forth in these Official Rules will be awarded. Contest Entities are not responsible for any changes of any element of the Prize, nor are they liable for any expenses incurred as a consequence of the makeover.

NOTIFICATION: POTENTIAL PRIZE WINNERS WILL BE NOTIFIED WITHIN SEVEN (7) DAYS OF VERIFICATION OF ALL PRIZE WINNERS BY A SPONSOR REPRESENTATIVE VIA EMAIL (THE "NOTIFICATION"). Each potential Prize Winner must respond to the Notification within the date and time frame indicated. In the event that: (a) a potential Prize Winner fails to respond to the Notification the date and time frame indicated; (b) a potential Prize Winner fails to supply the Required Documents (as defined in the "PRIZE CLAIMS" section below); (c) any Notification is returned as undeliverable; and/or (d) it is determined by the Sponsor, in their sole discretion, that the potential Prize Winner is not eligible in accordance with these Official Rules, such potential Prize Winner will be disqualified and an alternate Prize Winner will be selected based upon the eSports Team whose Submission received the next highest score. All Prize Winners consent to use of their name, likeness, biographical information, videos, photos, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning a Prize).

PRIZE CLAIMS: Prize Winner must complete in its entirety and sign an Affidavit of Eligibility/Liability/Public Release Form (the "Release") or any additional paperwork required by Sponsor along with an IRS Form W-9 (collectively the "Required Paperwork"). If the Prize Winner fails to sign and return the Required Paperwork within the required time frame, the Prize Winner forfeits his/her right to the Prize, and an alternate Prize Winner will be selected based upon the Entrant whose Submission received the next highest score. The value of the Prize may be taxable as income, and the Prize Winner is solely responsible for any taxes, including, but not limited to, all applicable federal, state, and local taxes that become due with respect to the value of the Prize. Sponsor (or a third party acting on its behalf) must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Prize Winner and will be reported to the Prize Winner and the Internal Revenue Service in the form of a Form 1099.

GENERAL RULES OF PARTICIPATION:

- i. **LIABILITY RELEASE:** By participating in this Contest, Entrant and Prize Winners release each and all of the Contest Entities from any and all liability, damages, or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of the Prizes awarded, including, without limitation, liability for personal injury, death, or property damage.
- ii. **FINALITY OF DECISIONS:** By participating in this Contest, Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor/independent judges, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Contest any Entrants it believes has violated these Official Rules.
- iii. **PROMOTIONAL USAGE:** Except where prohibited, winning a Prize constitutes permission for Sponsor and its agencies to use Prize Winners' name, addresses (city & state/province/territory), videos, photos, voices, and/or likenesses for purposes of advertising, promotion, and publicity, for this Contest only, without further compensation, unless prohibited by law.
- iv. **LOST OR MISDIRECTED SUBMISSIONS:** Sponsor and/or Contest Entities are not responsible for lost, late, misdirected, undeliverable, or incomplete Submissions, whether due to system errors or failures, faulty transmissions, or other telecommunications malfunctions, Submissions not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.
- v. **CHEATING, HACKING, AND DECEPTIVE SUBMISSIONS:** Sponsor may prohibit an Entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Contest Entities.
- vi. **UNFORSEEN TECHNICAL DIFFICULTIES:** If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right at their sole discretion to cancel, terminate, modify, or suspend the Contest, and select Prize Winners from those Submissions

received up to the cancellation/suspension date. Notification of such action will be provided on the Website.

- vii. **JURISDICTION:** This Contest is governed by the laws of the United States without regard to conflict law provisions or principles.
- viii. **CAUTION:** ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

NO LIABILITY: By participating, Entrant agrees to release, discharge, indemnify, and hold harmless the Sponsor, the Contest Entities, and each of their respective officers, directors, employees, representatives, and agents (the "Released Parties") from and against any claims made by Prize Winners, Entrants, or any other third parties, related in any way to the operation of this Contest, as well as any other claims, damages, or liability due to any injuries, damages, or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of any prize or participation in any Contest-related activity or participation in this Contest.

WINNER'S LIST/RULES REQUEST: For the names of the Prize Winners, please submit a self-addressed, stamped envelope to be received by February 9, 2023, to "\$30K eSports Makeover" Contest (please specify "Winner's List"), PO Box 458, Newark, NY 14513. A copy of these Official Rules may be obtained on the Website during the Contest Period.

SPONSOR: Insight Direct USA, Inc. One Insight Way, Chandler, AZ 85286

This Contest shall not be published without permission of the Sponsor.