

# Dynamic Machines Contest - Official Rules

By entering this Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW

## 1. Sponsor

This Contest is sponsored by PNY Technologies, Inc. in partnership with NVIDIA Corporation, on behalf of itself and its affiliates, with an address at 100 Jefferson Road, Parsippany, NJ 07054. (hereinafter "Sponsor").

## 2. Eligibility

To take part in the Sweepstakes, participants must be legal residents of the United States (including D.C.), who have the age of majority in his or her state of residence at the time of entry. There is no cost to participate. This Sweepstakes is open to the general public. Employees, officers and representatives of Sponsor, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies (collectively, "Released Parties") and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited, or restricted by law.

## 3. The Contest Description/Rules

This Contest involves the following challenge: [Dynamic Machines Contest] PNY challenges you to add your own personal flare to the 3D template provided on the Dynamic Machines Contest landing page. In the end, the submissions will be combined to form a collaborative audio/visual montage.

### Rules & Details for Entry

Project and Render Settings

- A 2in (5.08cm) chrome ball must be dropped (with gravity) into your contraption via the starting port on frame 113. No sooner. No later.
- An identical 2in chrome ball must completely exit the contraption via the exit port (bottom left) between frames 334 and 338. No sooner. No later.
- Your render must be 450 frames long (0-449). No more. No less.
- Render a 1080x1920 (9:16) resolution (or higher) animation. Do not make the mistake of rendering a 1920x1080 render.
- Your final submission must be an MP4 video file, rendered in an H.264 or H.265 codec. Any other codec runs the risk of not being seen.
- Your render must be 30fps.

### JUDGING

Clinton Jones will be the sole Judge for the winners, at his sole discretion.

## 4. Prizes; Odds of Winning

The prizes of this Contest are as follows:

- Grand Prize: NVIDIA Quadro RTX 5000
- Second Prize: PNY CS3140 M.2 NVMe 1TB SSD
- Third Prize: PNY CS900 2.5" SATA III 500GB SSD

The prizes are not assignable or transferable. Brand and model of prizes are subject to change by SPONSOR at any time for any reason and substitutions will be of equal or greater value. SPONSOR is not responsible or liable for the distribution of any prizes once they are shipped to the winner. The prizes offered, and the entrants that are successful, are not distinguishable by country and do not hold any bias and are equally attainable for all participating countries and their entrants. Odds of winning depend on the number of eligible entries received.

## **5. Entry Period**

The entry period for this Contest begins at 10:45 AM PST (Pacific Standard Time) on July 10th, 2021 and ends 11:59 PM PST (Pacific Standard Time) on August 1st, 2021 (hereinafter the "Entry Period"). Following the entry period, Clinton Jones (Judge) will select and announce the winners of the contest on or around August 7th, 2021.

## **6. Winner Announcement; Claiming and Awarding of Prize**

The winners of the contest will be announced on the Contest Winners page on or about August 9th, 2021. Within 7 days following such announcement, the winners will be notified by SPONSOR via email or direct message. To claim the prize, the winner must do the following within 3 days from the date of SPONSOR's notification:

- a) Confirm receipt of the notice by email/direct message (which confirmation must be sent from the same email address/account to which the notice was sent); and
- b) Complete, sign and return a winner release form (as provided by SPONSOR along with its email notice) and such other requisite documentation (if any) listed in SPONSOR's email notice

Within 21 days following its receipt of the Required Winner Documents from the winner, SPONSOR will ship the prize via FedEx or similar courier service, at SPONSOR's expense, to the winner's mailing address specified in his/her winning entry. Notwithstanding the foregoing, if SPONSOR determines that the Required Winner Documents as returned by the winner are incomplete, erroneous, or otherwise not in order, SPONSOR may require the winner to provide complete or replacement documentation prior to shipment of prize.

**IMPORTANT NOTE TO ALL ENTRANTS:** If a winner cannot be contacted or fails to claim the prize or to return the Required Winner Documents within the specified time period, or if the prize is returned as undeliverable, or if a winner fails to comply with any of the provisions of these Official Rules, such winner will be considered to have forfeited the prize. In such case, the prize will be awarded to the individual who submitted the next best entry as previously determined by SPONSOR.

## **7. Taxes**

The winner of this Contest is solely responsible for any and all applicable taxes and government charges that result from his/her receipt and/or use of the prize. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law. Additionally, winners may be required to fill out applicable tax and other forms in order to receive prize(s).

## **8. AGREEMENTS by Entrant**

a. By entering this Contest, each entrant agrees and acknowledges that Sponsor and Sponsor Related Parties shall not be responsible or liable for: (i) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (ii) any errors, omissions, misinformation, or misidentification in an entry; (iii) any dispute or claim arising from an entrant's participation in this Contest or his/her entry, or his/her receipt, ownership or use of the prize; (iv) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (v) any damage to an entrant's or any other person's computer hardware, software or data that results from participation in this Contest or accessing,

downloading or using any tools, files, data, software, or other articles or materials in connection with this Contest.

b. By entering this Contest, each entrant agrees and consents to Sponsor's collection, use and retention of his/her personal information for all purposes related to this Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor Related Parties as necessary to conduct and operate this Contest, communicating with and awarding the prize to the winner, making public announcements about the winner, and advertising, promoting and publicizing this Contest). Additionally Sponsor shall have full right and authority to use any materials submitted to entrants for any purpose by Sponsor without any further license, fees, royalties, or any other obligations to entrants.

c. ANY ENTRY THAT IS IN BREACH OF ANY OF THE FOREGOING REPRESENTATIONS AND WARRANTIES OR IS OTHERWISE IN VIOLATION OF THESE OFFICIAL RULES, WILL BE DEEMED VOID AND AUTOMATICALLY BE DISQUALIFIED FROM THIS CONTEST.

## **9. Reservation of Rights by SPONSOR**

Sponsor reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Contest, in whole or in part, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this Contest as determined by Sponsor in its sole discretion. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion,

corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Sponsor reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Contest, in whole or in part. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made Sponsor reserves the right to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsor reserves the right to take down and remove any entry that becomes subject to a third- party claim for copyright infringement or for violation of any other right.

#### **10. Governing Law; Jurisdiction**

These Official Rules are governed by and shall be construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflicts of law rules. Each entrant hereby submits himself or herself to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

