

## **PNY® “Watch 2 Win AVADIRECT Giveaway”**

### **Sweepstakes Official Rules**

**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.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Watch 2 Win AVADIRECT Giveaway (“Sweepstakes”) will begin at 12:00 AM Eastern Time (ET) on February 22, 2021 (“Sweepstakes Start Date”), and ends at 11:59 pm ET on May 21, 2021 (“Sweepstakes End Date”). Entries must be received and recorded by Sponsor’s computer during the sweepstakes period. Sponsor’s computer is the official timekeeping device for this Promotion. Sponsor is responsible for all aspects of this Sweepstakes.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by PNY® Technologies, Inc., 100 Jefferson Road, Parsippany, New Jersey 07054 (the “Sponsor”).

**ELIGIBILITY:** To take part in the Sweepstakes, participants must be legal residents of the United State (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.**

**How to Enter:** Entrants can enter the Promotion by going to PNY W2W Landing Page and by following PNY PRO and AVADIRECT on Instagram, Facebook, Twitter, YouTube and / or by viewing a series of videos on the PNY Technologies YouTube channel. Each activity outlined herein shall provide a limited number of entries (1 entry maximum per follow for each of Instagram, Facebook, LinkedIn and Twitter; (one-time) 5 additional entries for viewing the videos and 3 additional entries for subscribing to PNY on YouTube.)

Sponsor will select one winner (selection date May 21, 2021), by random selection and announce winner by posting a tweet of the winner on Twitter and Instagram Story: @PNY\_PRO. Sponsor and all affiliates, partners, subsidiaries and employees and agents (“Released Parties”) thereof are not responsible for: lost, late, incomplete, illegible incorrect, delayed, garbled, undelivered, misdirected, stolen, postage-due registrations, entries or mail. Sponsor reserves the right to disqualify any person or post submitted. All entries become the exclusive property of Sponsor

and will not be acknowledged or returned. All entries can be reposted and/or used by PNY in other Social Media or advertising. By participating, you consent (to the extent permitted by applicable law) for Sponsor to obtain, use, and transfer your name, address, likeness, and posted content, and other information for the sole purpose of administering this Sweepstakes.

**Internet Limitations of Liability:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Sweepstakes, or any part of it, at any time, without notice, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award prizes using all non-suspect eligible entries received as of the termination/suspension date, if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process (if applicable) or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in a disruptive manner. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor is not responsible for any damage to an entrant's system which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH

PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In

the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winner may be required to show proof of being the authorized account holder. "Neither Activision Publishing, Inc. nor Bungie, Inc. are Sponsors of this Sweepstakes."

By accepting any of the aforementioned prizes, the winner agrees to release the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Prizes are not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value.

**Prize:** AVADIRECT Workstation with NVIDIA Quadro RTX 4000

**DRAWING AND NOTIFICATION:** The Prize winners will be selected, from among all eligible entries received, in a random drawing of such entries received between February 22, 2021 ("Sweepstakes Start Date"), and 11:59 pm ET on May 21, 2021, ("Sweepstakes End Date"), such random selection to be done by PNY employees, whose decisions are final in all matters relating to the Sweepstakes. Odds of winning will depend on the total number of eligible entries received. Each potential prize winner will be notified on @PNY\_Pro Twitter page and through private message.

**PRIZE CONDITIONS:** Prize winner/s are solely responsible for all applicable federal, state, and local taxes (if applicable) associated with the receipt of any prize. Upon initial notification and verification of each potential Prize Winner, confirmation will be posted on PNY's Twitter Page and Instagram Story. Each potential Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return the Affidavit within seven (7) days. **Note: The Affidavit sent to the potential Prize Winners will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if a potential winner does not claim the Prize within 24 hours from the first notification attempt, if a potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE

PRIZE WINNERS. PRIZE WINNERS WILL NOT HAVE THE RIGHT TO SUBSTITUTE ANOTHER PRIZE PACKAGE. ANY DIFFERENCE BETWEEN THE STATED APPROXIMATE RETAIL VALUE OF ANY PRIZE AND THE ACTUAL VALUE OF SUCH PRIZE WILL NOT BE AWARDED. ANY UNCLAIMED PRIZE WILL NOT BE AWARDED.

**MISCELLANEOUS:** By accepting the a Prize, where permitted by law, the Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE,

POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**Disputes:** By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of New Jersey, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever

nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**Winners List:** To request the names of the winners, please send a self-addressed, stamped business size envelope, by June 4, 2021, to: PNY® "Watch 2 Win AVADIRECT Workstation Giveaway" Sweepstakes Winners List Request, 100 Jefferson Road, Parsippany, NJ 07054.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook.