

## ASUS “Chromebook Be the Change ” Contest Official Rules, Terms and Conditions

NO PURCHASE NECESSARY.

1. Who Is Eligible: To be eligible to participate in the ASUS ‘Chromebook Be the Change’ contest (the “Promotion”), an entrant must be a legal resident of the 50 United States, and be 18 or older and the age of majority within the jurisdiction where the entrant resides at time of entry in the Promotion (which may be 18, 19 or 21 depending upon the jurisdiction). Employees of ASUS Computer International (“ACI”) and its parent companies, affiliates, and subsidiaries, advertising representatives and agencies involved in the Promotion, and the immediate families of any of the foregoing persons or entities, are NOT ELIGIBLE.

2. Void Where Prohibited. The Promotion is subject to all applicable federal, state, provincial, municipal and local laws and regulations.

3. Sponsor. ASUS Computer International, a California corporation with its principal place of business at 48720 Kato Road, Fremont, California 94538.

4. Agreement to these Rules, Terms and Conditions, [ASUS Terms of Use Notice](#), and [ASUS Privacy Policy](#) (collectively called “Official Rules” or “Terms”). By participating in this Promotion, each entrant (“Entrant”) fully and unconditionally agrees to and accepts these Terms and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Whether an Entrant receives a prize is contingent upon fulfilling all requirements set forth herein. Sponsor may at any time revise these Terms, and Entrants shall be bound by any such revisions.

5. Promotion Period. The promotion period will begin on 10/23/2020 at 12:00:01 AM Pacific Time (“PT”) and ends on 11/13/2020 at 11:59 PM PT (“Promotion Period”).

6. How to Enter (No purchase necessary to enter or win): To be eligible for the Promotion, during the Promotional Period, Entrant must (1) Enter via **Gleam application on** <https://gleam.io/Ct9rB/asus-chromebook-be-the-change-contest> during the Promotion Period. Alternatively, Entrant may email [ACI\\_Marketing@asus.com](mailto:ACI_Marketing@asus.com) with the subject line “ASUS Chromebook Be the Change Contest.” Each individual may enter the Promotion only once regardless of method of entry. Any additional

Submissions beyond the first Submission will be ignored, and not be eligible for the Promotion. Sponsor reserves the right to disqualify entries which are (a) incomplete, (b) suspected of being false or answered in bad faith, (c) illegible, (d) contain sexual content or are otherwise offensive or objectionable; or (e) not in compliance with these Official Rules. For any reviews/ articles/ posts/ ratings about Entrant's user-generated content or using experience of ASUS products/ services on ASUS or on 3rd party platforms, Entrant should disclose material connections between Entrant and Sponsor in such reviews/ articles/ posts/ ratings (for example, by stating "sponsored post by ASUS" or "promoted post by ASUS" in Entrant's reviews/ articles/ posts/ ratings).

7. License to ASUS et seq. for Released Publicity Content. By entering the contest, Entrants grant Sponsor and its affiliates a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce and create derivative works of the entries ("Released Publicity Content"), in whole or in part, in any media now existing or subsequently developed, for any promotional, publicity, and exhibition purposes. Any such use may or may not include any credit or attribution. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Except as prohibited by law, Entrants waive any moral rights they may have in any Released Publicity Content, even if such Released Publicity Content is altered or changed in a manner not agreeable to Entrant.

8. Determination of Winners (Three total). For the promotional period between October 23, 2020 – November 6, 2020 a random drawing that meets entry guidelines will be conducted on November 12 to determine two winners for the ASUS Chromebook Flip C436. For the promotional period between October 30, 2020 – November 13, 2020 a random drawing that meets entry guidelines will be conducted on November 23 to determine one winner for the ASUS Chromebook Flip C434. A random drawing that meets entry guidelines will be conducted to determine one (1) entry as winner. Odds of winning will depend on the total number of eligible entries received. The Winner need not be present to win. The announcement of the Winner may take up to ten (10) business days after November 6, 2020 and November 13, 2020 (depending on the submission period).

9. Notification. Winner will be notified within ten (10) business days after the completion of the Promotion Period via the Influencer in the promotion period user has entered and will publicly post Winners handles on an Instagram Story and reach out to the Winners by direct message to request contact information (name, phone number, email, and address) when entering the Promotion. Influencer will then provide ASUS the winners' contact information to facilitate the W-9 Form and affidavit form to fill out. If all Promotion requirements as set forth herein have been satisfied by Winner, the prize will be shipped to Winner's attention at the shipping address provided by Winner after being notified of winning by Sponsor. If Winner fails to respond to the notification with a valid address within five (5) business days of notification from Sponsor, the prize will be forfeited, and at Sponsor's discretion may be re-submitted for

a new drawing. Prize will be shipped approximately one (1) month after completion of the Promotion Period.

10. Prize, Approximate Retail Value. The Winners of the Promotion will receive either one (1) ASUS Chromebook Flip C436, with an approximate retail value (“ARV”) of up to seven hundred ninety-nine dollars and ninety-nine cents (\$799.99 USD) or one (1) ASUS Chromebook Flip C434, with an approximate retail value (“ARV”) of up to four hundred ninety-nine dollars and ninety-nine cents (\$499.99 USD), subject to Sponsor’s sole discretion. Winner(s) understands and agrees that the Prize is being provided “AS- IS,” and Sponsor makes no warranty, representation, or guarantee regarding any Prize, including but not limited to its quality, condition, merchantability, or fitness for a particular purpose. Winner must look solely to the manufacturer for any such warranties or guarantees, if any. Prizes consist of only the items specifically described herein, and no additional items, services or subscriptions are included. The ARV of Prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the Prize is awarded or redeemed. Prizes are non- transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a Prize for one of equal or greater value should it become unavailable for any reason.

11. Taxes. Winner is solely responsible for any taxes related to a Prize. All federal, state, provincial and local taxes on the Prize are the sole responsibility of Winner.

12. How to Claim the Prize. Winners must meet all eligibility requirements set forth in these Official Rules and entry guidelines to qualify for the Prize. If a potential winner is considered a minor in his or her state or province of residence, at Sponsor’s option, such winner will be disqualified and the Sponsor/ASUS has the right to select another winner. In the event that a potential winner is disqualified for any reason, or does not respond to the notification message from Sponsor, Sponsor will select another winner that meets the entry guidelines.

13. NO PURCHASE NECESSARY. No purchase is necessary to participate in the promotion. A purchase will not improve Entrant’s chances of winning.

14. No Transfer. Prize (The ASUS Chromebook Flip C436 or the ASUS Chromebook Flip C434) is not transferable and no cash alternative or prize substitutions are available, except that Sponsor reserves the right to substitute cash or a similar prize of equal or greater value should the Prize (The ASUS Chromebook

Flip C436 or the ASUS Chromebook Flip C434) described be unavailable for any reason. In the event a Winner does not accept delivery of the Prize (The ASUS Chromebook Flip C436 or the ASUS Chromebook Flip C434), such Prize (The ASUS Chromebook Flip C436 or the ASUS Chromebook Flip C434) may be used as an award at a future event.

15. Release. Entrant represents and warrants that it has, or has obtained, the necessary rights and permissions to submit the Submission and to grant Sponsor the rights under Section 7. By entering the Promotion, Entrant releases and agrees to hold harmless Sponsor and Sponsor's suppliers, parents, affiliates, subsidiaries, and their officers, directors, employees, representatives, agents, advertising, promotion, production and fulfillment agencies, successors and assigns (collectively, "Released Parties") from and against all liability of any kind in connection with the Promotion, including without limitation any costs, fees, expenses, or damages incurred in the use of the Submission or Released Publicity Content

16. License to Sponsor. Acceptance of any Prize shall constitute and signify Winner's agreement and consent to Sponsor's use of Winner's name, city, state, likeness, Submission content, and Prize information, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Making a Submission constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions or Released Publicity Content 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 promotional or marketing purposes. If necessary, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Submission or Released Publicity Content.

17. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the 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 entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any Prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor is not responsible for any typographical/other error in entries,

selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry. No more than the stated number of Prizes will be awarded.

18. Disputes. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this 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 Northern District of California or the Santa Clara County Superior Court, U.S.A; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules.

19. Entrant's Personal Information. Information collected from Entrant through the Promotion is subject to Sponsor's Privacy Policy

at [https://www.asus.com/us/Terms\\_of\\_Use\\_Notice\\_Privacy\\_Policy/Privacy\\_Policy](https://www.asus.com/us/Terms_of_Use_Notice_Privacy_Policy/Privacy_Policy)

20. Winner List. The winner will be announced on respective Influencer Instagram story by publicly posting Winners handles and reaching out by direct message to request contact information (dependent on which influencer hashtags were in the original post) upon confirmation of identity, eligibility, W-9 form and receiving affidavit.