

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.** Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

**SWEEPSTAKES PERIOD:** The Solidigm Gaming PC Giveaway (the "Sweepstakes") begins on **December 06, 2023 at 12:00 pm Pacific Standard Time and ends on December 19, 2023 at 11:59 pm Pacific Standard Time** ("Sweepstakes Period"). Sweepstakes is sponsored by Solidigm.

**SPONSOR:** Solidigm, at 10951 White Rock Rd, Rancho Cordova, California, 95670 (the "Sponsor")

**ADMINISTRATOR:** Solidigm, at 10951 White Rock Rd, Rancho Cordova, California, 95670 (the "Administrator")

**ELIGIBILITY:** The Sweepstakes is open only to natural persons who are legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of the first day of the Sweepstakes Period ("Entrant"). Persons in any of the following categories are not eligible to participate or win a Prize: (a) persons who are employees or agents of the Sponsor, the Administrator, their respective parent companies, affiliates, divisions, prize providers, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations; (b) suppliers, distributors or retailers of the Sponsor's products; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories. All federal, state and local laws and regulations apply. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses, and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not. This Sweepstakes is void in Puerto Rico, Guam, American Samoa, all other United States territories, possessions, and protectorates, foreign-based United States military installations, and wherever restricted or prohibited by law.

**HOW TO ENTER:** During the Sweepstakes Period eligible Entrants may enter the Sweepstakes by visiting <https://www.solidigm.com/products/campaign/gaming-ssds/giveaway-one.html> ("Website") where the Entrants will receive instructions on how to complete and submit the Sweepstakes entry form. Each completed and confirmed entry form will generate one (1) Sweepstakes entry during the Sweepstakes Period.

Upon the successful submission of a complete and valid entry form, the Entrant will receive one (1) entry into the Sweepstakes. All entries must be received by no later than 11:59 pm Pacific Standard Time on the last day of the Sweepstakes Period to be eligible to win the prizes offered. Each Entrant is limited to a total of one (1) entry during the Sweepstakes Period, regardless of the number of email addresses or mobile devices they may have. Administrator's computer is the official time keeping device for this Sweepstakes. Proof of emailing or texting does not constitute proof of delivery or entry. Any attempt to submit more than one (1) entry using multiple/different email addresses, mobile devices, identities or any other methods may void that Entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entries become the property of the Sponsor and will not be returned.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY. MOBILE TELEPHONE/WIRELESS PROVIDERS MAY NOT CARRY THE SERVICE NECESSARY TO ENABLE AN ENTRANT TO ENTER INTO OR PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PLANS AND PRICING.

**DRAWING AND NOTIFICATION:** There are six (6) winners, consisting of one (1) Grand Prize winner and five (5) Second Place winners. The Sponsor will randomly draw potential winners on or around **December 20, 2023 at 01:00 pm** Pacific Standard Time from among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules through the entry methods offered (each, a "Winner"). Each potential Winner will be notified on or around **December 21, 2023** at 01:00 pm Pacific Standard Time using the information provided in their entry. All drawings will be conducted by the Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. The Winners will be notified by email and will be required to claim their Prize within five (5) business days. If no response is received within the time allotted, one (1) alternate Winner will be selected. Any alternates selected will also be required to claim their Prize within five (5) business days.

**TELCO/INTERNET:** The Released Parties (defined below) is not responsible for any problems, suspension, or technical malfunction of any wireless mobile device, wireless telephone network, wireless signal coverage, landlines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail, or any incorrect or inaccurate email address submitted, which may result in potential Winner not receiving initial Prize notification or communication from Sponsor, or which may interfere with the Sweepstakes (including any limitations, restrictions, or conditions on Sponsor's ability to use the website or social media platform for the Sweepstakes), or which may interfere with ability of Entrant to timely enter, receive notices, or communicate with Sponsor via email, or which may cause any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

**PRIZE AND APPROXIMATE RETAIL VALUE (ARV); ODDS OF WINNING:**

The Prizes are as follows (each a "Prize" and collectively, the "Prizes")

- **Grand Prize:** One (1) gaming computer from **iBUYPOWER** (ARV \$2,000.00)
- **Second Place:** One (1) Solidigm P44 Pro SSD per Winner, for five (5) Winners (ARV \$100.00 each)

The total ARV for all Prizes is \$2,500.00.

Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

**CONDITIONS OF PARTICIPATION:** By accepting any Prize, each Winner agrees to release the Sponsor and 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. No substitution or transfer of Prize or election of cash in lieu of Prize will be permitted, except by Sponsor in the event an advertised Prize is not available. Prizes are awarded "as is" with no warranty, representation or guarantee, either express or implied, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. The Sponsor reserves the right at its sole discretion to substitute any part of the Prize package with another Prize of equal or greater value in the event that the Prize (or any component thereof) is not available.

**WINNERS:** To claim a Prize, each Winner will be required to complete and sign an "Affidavit of Eligibility, Prize Acceptance and Liability Release and Consent" form, as well as an "Authorization for Use of Images" form provided by Sponsor. The completed forms must be returned to Sponsor

**within five (5) business days of Sponsor's attempted transmission of the form to Winner by email. Failure to comply with this deadline may result in the forfeiture of the Prize, and an alternate Winner may be selected. Certain Prize Winners will also be required to disclose their social security number for the purpose of issuance of a Form 1099-Misc for tax purposes. Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the Prize or receipt of the Prize.**

By accepting a Prize, Winners agree to grant permission for Sponsor and those acting under its authority to use their name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on the Sponsor's website) now known or hereinafter invented without territorial limitations and without additional compensation, unless prohibited by law. If you are selected as a Winner, your information may also be included in a publicly-available Winners' list. Limit one Prize per individual, household, street address, mobile number and/or email during any one (1) year period across Sponsor's promotions.

**GENERAL RELEASES:** IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION: LOSS OF INCOME; LOSS OF USE OF ANY PRODUCT; LOSS OF, OR DAMAGE TO, OR CORRUPTION OF DATA; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF ANTICIPATED SAVINGS; DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, 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 ANY PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties, Prize provider and their respective directors, officers, employees, representatives and agents 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 any Prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize. All Entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**DISCLAIMERS:** By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Released Parties from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any Prize (including, without limitation, losses, damages or injuries to

Entrant's or any other person's equipment or other property, or to their persons; and (iii) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor or Administrator; interruption or inability to access any website, application or online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects, delay in delivery or misdelivery of mail by the United States Postal Service; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties.

**LIMITATIONS OF LIABILITY:** Administrator and Sponsor reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non-authorized human intervention, or other causes that corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select Winners from those eligible, non-suspect entries received prior to the event requiring such termination. Neither Sponsor nor Administrator assumes 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. **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 over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address and/or mobile phone number associated with the entry, provided that person is eligible. Prize Winners may be required to show proof of being the registered account holder.

"Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

**GOVERNING LAW AND DISPUTE RESOLUTION:** Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Delaware, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, **BUT IN ANY CASE NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00)**, and in no event shall include attorneys' fees; (3) no loss of income; loss of use of any product; loss of, or damage to, or corruption of data; loss of business; loss of opportunity; loss of anticipated savings; punitive, incidental, special, exemplary, consequential damages; or any other damages, may be awarded (collectively, "Special Damages"), and (4) Entrant hereby waives all rights to

claim Special Damages and all rights to have such damages multiplied or increased. Delaware law governs the Sweepstakes and all aspects related thereto.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**USE OF DATA:** All information submitted by Entrant will be treated according to Sponsor's privacy policy, available at <https://www.solidigm.com/privacy-policy.html>. By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number, Entrant hereby acknowledges that they have read and accepted Sponsor's Privacy Policy and agrees to Sponsor's collection and usage of their personal information in accordance with such Privacy Policy.

**WINNERS LIST:** For a Winner(s) List, visit <https://www.solidigm.com/products/campaign/gaming-ssds/giveaway-one.html> beginning on or around one (1) day after the Sweepstakes has ended.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Tik Tok, Twitter, or Instagram.

Reference to third parties in connection with Prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

## **ABBREVIATED RULES**

### **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

This Sweepstakes is open only to natural persons who are legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of the Sweepstakes start date of **December 06, 2023 at 12:00 pm Pacific Standard Time. Sweepstakes ends December 19, 2023 at 11:59 pm Pacific Standard Time.** For entry and official rules with complete eligibility, prize descriptions, odds of winning, and other details, visit <https://www.solidigm.com/products/campaign/gaming-ssds/giveaway-one.html>. Sponsored by Solidigm. Void where prohibited.

**NO PURCHASE NECESSARY.** Open to legal residents of the 50 United States and D.C., who are 18+. Sweepstakes start on **12/6/2023 and ends 12/19/2023.**