

CORSAIR/SCUF GAMING 2024 LVL 50 GIVEAWAY

TERMS AND CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

These Sweepstakes Terms and Conditions (the “Terms”) shall serve as the Official Rules for the Sweepstakes.

PROMOTION ENTRY PERIOD:

The Corsair/SCUF Gaming 2024 LVL 50 Giveaway (the “Sweepstakes”) begins on October 21, 2024 at 12:00AM Eastern Time and ends on November 14, 2024 at 11:59PM Eastern Time (the “Promotion Period”) unless ended earlier by Corsair.

ELIGIBILITY

To participate in the Sweepstakes and/or receive a prize you must be (a) a natural person 18 years old or over at the time of entry, and (b) living in the United States (the “Allowed Countries”).

Non-natural persons (including corporations and other business entities); and employees of Corsair Memory, Inc. (“Corsair”) or Corsair’s affiliates, parents, subsidiaries and any employees’ immediate family and persons living in the same household are prohibited from participating in the Sweepstakes.

This Sweepstakes is void outside of the Allowed Countries described above and wherever else prohibited by law.

HOW TO ENTER

During the Promotion Period, entrants may enter by going to the SCUF Gaming (www.scufgaming.com) or Corsair (www.corsair.com) website at the LVL 50 product page and entering their email address for one (1) entry into the Sweepstakes, with only one (1) possible entry per person. No

purchase is necessary. No use of any use of robotic, automatic, programmed or the like entry methods will be allowed, nor will incomplete entries (all above-steps must be followed for an entry). Entries from persons who are not eligible to win per these Terms will be disqualified.

WINNER SELECTION

One (1) Grand Prize winner and four (4) Second Prize winners will be selected at random from the entries. The winners will be notified by e-mail within five (5) business days of the prize drawing, at which time additional information may be required to confirm eligibility of the winner. If the selected winner cannot be reached, is or is determined to be ineligible, fails to claim the prize within 48 hours of notification, or fails to provide the necessary tax forms required by Corsair, the prize will be forfeited by that winner, and an alternate winner will be selected from remaining eligible entries. Corsair will pay for ground shipping to the address of the confirmed, eligible Sweepstakes winner for the physical prizes, except that no prizes will be shipped outside the Allowed Countries.

Confirmed Sweepstakes winners may not exchange prizes for cash or any other merchandise or services and may not request alterations or additions to the controller selected. If for any reason the advertised prize is unavailable, Corsair reserves the right to substitute a prize of equal or greater value. Corsair will not replace any lost or stolen prizes, including if lost in the mail. Winners are solely responsible for any and all federal, state, provincial, local, or other taxes, fees, or duties, if any, that apply to prizes. Corsair may require an IRS W-9 or other tax form from the winner and Corsair may issue an IRS Form 1099, other state or federal tax forms, and/or make any other required reporting to state or federal tax entities required by law. Prizes are offered “as is” with no written, express, or implied warranty.

The odds of winning a prize are dependent on the total number of eligible entries received during the Promotion Period.

PRIZES:

One (1) winner will receive a Grand Prize of: One (1) LVL 50 SCUF Instinct controller; One (1) Corsair Virtuoso Max headset; One (1) Corsair M75 Air gaming mouse; One (1) Corsair K70 Pro TKL keyboard; One (1) Corsair MM500v2 large mousepad; and One (1) SCUF t-shirt. Colors/types/features of the winner’s products to be determined in Corsair’s sole discretion and depending on availability. Sizing of the SCUF t-shirt depends on availability. No substitutions or alterations to any of the portions of the Grand Prize will be allowed. The estimated ARV of the Grand Prize is \$850.

Four (4) winners will each receive a Second Prize of: One (1) LVL 50 SCUF Instinct controller and One (1) SCUF t-shirt. Colors/types/features of the winners’ controller to be determined in Corsair’s sole discretion and depending on availability. Sizing of the SCUF t-shirt depends on availability. No substitutions or alterations to any of the portions of the Second Prize(s) will be allowed. The estimated ARV of each Second Prize is \$250.

GENERAL TERMS AND CONDITIONS

By participating in the Sweepstakes, Entrants: (a) agree to be bound by these Terms and by the interpretation of these Terms by Corsair and by the decisions of Corsair with respect to the Sweepstakes, the Terms, and the prizes (or any portion thereof) including the fulfillment of the prizes (or any portion thereof), which are final and binding in all respects; (b) acknowledge compliance with these Terms; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release, discharge, indemnify, and hold harmless Corsair, its parent company, affiliates, subsidiaries, its business partners, employees and any other organizations related to the Sweepstakes from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Sweepstakes or any prize won. By entering or taking any of the steps to enter this Sweepstakes, you consent to Corsair (and if appropriate, certain third parties) (a) sending you marketing and promotional communications using email (from which you may later opt out) using the information collected by entry into the Sweepstakes and/or (b) using your name and/or social media account name(s) in Corsair's (or its affiliated companies') social media posts, website posts, or marketing materials announcing the winner of the Sweepstakes.

No responsibility or liability is assumed by Corsair or its affiliated companies, parent companies, or subsidiaries, for (a) shipping or delivering issues with respect to any prizes or (b) technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of any website: hardware, or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the website or any other website in whole or in part for any reason; traffic congestion on the Internet or website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of any Entrant account used in connection with the Sweepstakes.

Any attempt by an entrant or any third party to tamper, disrupt, or compromise the integrity of this Sweepstakes by hacking, cheating or damaging the Sweepstakes entry process in any way will result in automatic disqualification from the Sweepstakes and may constitute a violation of criminal and civil laws. Corsair reserves the right to seek remedies and damages to the fullest extent of the law.

Corsair reserves the right in its sole discretion to cancel, change, or suspend this Sweepstakes and/or to randomly select winners from eligible entries received before the cancellation, including in the event of a compromised sweepstakes, in the event of the cancellation of or change in the format, date, location, etc., of the LVL 50 tournament event(s), or in case a catastrophic or any other event (whether or not foreseeable) affects this Sweepstakes.

DATA PRIVACY

Corsair respects your right to privacy. This Privacy Notice explains how we collect, share, and use personal information about you, and how you can exercise your privacy rights when you participate in our Sweepstakes. This Privacy Notice only applies to personal information that we collect through our sweepstake partner (if any), our own ScufGaming.com website (“Website”) and/or promotional programs.

When you enter a Sweepstakes, we may collect at least the following information from you:

- Name
- Email
- Country

If you are selected as a winner, we will contact you to collect the following additional information from you. By entering the Sweepstakes you consent to the collection of this additional information in order to be eligible to receive the prize(s):

- Name (if not already collected)
- Tax information required by the IRS if the prize value is in excess of \$600,
- Date of birth/age verification information
- Country of residence (if not already collected)
- Shipping information and telephone number to send parts or all of your prize

The legal basis for collecting this information is to validate your entry into the Sweepstakes and confirm that you are not banned from participating (such as being underage, participating from outside the Allowed Countries, and/or are not listed in OFAC banned persons/nations) and your consent under the Terms of this Sweepstakes to (a) your name being used in Corsair marketing communications announcing the winner of the Sweepstakes and/or (b) receive marketing email or other communications. You can get more details on individuals and countries are included in the banned list from the OFAC website by clicking on the following link: <https://sanctionssearch.ofac.treas.gov/>.

We use appropriate technical and organizational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information. We use industry security best practices in securing personal data including encryption in some cases. We partner with proven technology cloud partners who have proven security measures in place to ensure data is protected.

You have the following data protection rights:

- If you wish to access, correct, update or request deletion of your personal information, you can do so at any time by contacting us by sending an email to: data.controller@corsair.com

- If you are a resident of the State of California, you have the right to request access to the personal information collected and to request deletion of the personal information (with some exceptions). For more information, please see <https://scufgaming.com/privacy-policy> or <https://www.corsair.com/us/en/s/privacy-policy>
- In addition, if you are a resident of the United Kingdom or the European Union, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by sending an email to: data.controller@corsair.com. You also have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

GOVERNING LAWS

This Sweepstakes and these Terms are governed by the law of the State of California in the United States of America, and all entrants consent to the exclusive jurisdiction and venue of the courts of the State of California for any disputes arising out of this Sweepstakes. Any action, suit or case arising out of, or in connection with, this Sweepstakes or these Terms must be brought in either the federal or state courts located in California.

SWEEPSTAKES SPONSOR

This Sweepstakes is sponsored by Corsair Memory, Inc. (referred to as “Corsair” herein), a Delaware company with offices located at 115 N McCarthy Boulevard, Milpitas, CA 95035.

All third-party product names, logos, and brands are the property of their respective owners. All third-party company, product and service names used in these Terms or in the advertising of the Sweepstakes are for identification purposes only. Use of these third-party names, logos, and brands does not imply endorsement.