

## BEHIND THE SILICON EP. 6 GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN IN THE BEHIND THE SILICON EP. 6 GIVEAWAY (THE “GIVEAWAY”).**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**WHO MAY ENTER:** Giveaway is open to legal residents of Canada (excluding the province of Quebec) and the contiguous United States (including the District of Columbia) age eighteen (18) or older at time of entry and (collectively referred to hereafter as “you” or “Entrant” or “Entrants”). Employees (and their immediate families [spouse, parent, child, sibling and their respective spouses], regardless of where they reside or those living in the same households, whether or not related) of Qualcomm Technologies, Inc. (the “Sponsor”), Ventura Associates International LLC (the “Giveaway Administrator”), Audience.io (the “Sponsor’s Agent” for this Giveaway), prize provider(s), and their respective parent companies, affiliates, subsidiaries, prize supplier(s), content provider partners, mobile competitors, distributors and advertising and promotion agencies involved in this Giveaway (collectively, “Giveaway Parties”) plus any person acting in the course of their employment, in a business capacity, in pursuit of any business interests, whether for a fee or otherwise, are not eligible to enter or win. The Giveaway is subject to all federal, provincial, state, and local laws and regulations. Void in the province of Quebec, Alaska, Hawaii and where prohibited or restricted by law.

**BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT REPRESENTS AND WARRANTS THAT HE OR SHE MEETS THE ELIGIBILITY REQUIREMENTS STATED IN THESE OFFICIAL RULES AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL DISQUALIFY PARTICIPANT FROM THE GIVEAWAY.**

**GIVEAWAY ENTRY PERIOD:** Giveaway begins at 6:00:00 a.m. Pacific Time (“PT”) on October 10, 2024 and ends at 11:59:59 p.m. PT on November 6, 2024 (the “Giveaway Entry Period”).

**HOW TO QUALIFY FOR ENTRY:** During the Giveaway Entry Period, follow all onscreen instructions to submit your entry on the Main Entry Form (referred hereafter as “Main Entry”) located at <https://ul.ink/1RQKTZ> (the “Giveaway Site”). By submitting your Main Entry, you are automatically subscribed to become a Snapdragon Insider member (free membership) and signed up to receive marketing communication from the Sponsor. You can opt out of the Snapdragon Insider member access and benefits by following the instructions provided when you receive the Sponsor’s marketing communication. See Privacy section below for more details. You must submit a Main Entry before you can start earning bonus entries. Follow the instructions provided on the Giveaway Site to earn bonus entries such as by watching the designated video, following Snapdragon Insiders on Instagram, or X and/or by sharing your unique referral link. You will receive five (5) bonus entries for each entrant who participates in this Giveaway via your unique referral link during the Giveaway Entry Period. Limit one (1) Main Entry per Entrant. The Main Entry and bonus entries earned will collectively be referred hereafter as Eligible Entries.

Normal Internet access and data usage charges imposed by your carrier or online service will apply. You must have an electronic device or mobile phone or other wireless that supports any social media platform site or application. Use of any automated system to participate is prohibited and will result in disqualification. If an Entrant submits more than the number of Entries allowed by these Rules, and/or if

the Sponsor suspects that an Entrant attempted to obtain additional Entries by using multiple email addresses, email accounts, social media accounts, registrations, identities or any other method, all Entries submitted by the Entrant will be declared null and void, and the Entrant will be disqualified from participation in the Giveaway at the Sponsor's sole discretion. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. In addition, Sponsor is not responsible for any of the functionality of social media platforms sites or applications and may not allow you to earn or accumulate entries as indicated.

Entries made by any method other than those set forth in the "How To Qualify For Entry" section in these Official Rules are void. Sponsor can disqualify an Entrant if his/her/their conduct is contrary to the spirit or intention of the Giveaway. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Giveaway. Tampering with the entry process or the operation of the Giveaway, including, but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event of a conflict between these Official Rules and the terms of any social media platform entity, these Official Rules will govern.

Entrants must be the holder of the social media account from which the entry is received. In the event of a dispute regarding the identity of an Entrant, the dispute will be resolved in favor of the Entrant who is the "authorized account holder" of the relevant social media account and/or e-mail account holder. The "authorized account holder" shall be the natural person assigned an e-mail address or social media account by (as may be applicable) an internet access provider, online service provider, social media platform entity or other organization (i.e., business, education institution) responsible for assigning e-mail addresses or social media accounts (as applicable). Each Entrant and the potential winner may be required to show proof of being the authorized account holder at any time in the Giveaway Entry Period and prior to claiming Prize (as defined below).

Without limiting the generality of the foregoing, Entrant agrees that any online post that it publishes or shares on any social media platform may be re-posted and shared by others on various social media platforms (including both the same social media platform on which it was originally published or shared and other social media platforms) and the Released Parties are not responsible for any unauthorized use of such online posts by third parties. Posts will not be held "in confidence" and publishing or sharing any post as described above does not create a confidential relationship or obligation of secrecy between you and Sponsor, or any of the other Released Parties. Sponsor reserves the right to remove any offensive, infringing or inappropriate posts by any Entrant appearing on Sponsor's social accounts and elsewhere and to exclude those responsible for such posts from the Giveaway.

**SUBMITTAL OF ENTRIES:** Only Eligible Entries submitted via Giveaway Site will be accepted. You must not infringe upon the rights of any third party, and the following content CANNOT be included in your Entry:

- other than as noted herein, any content providing personally identifiable information about yourself or any third parties, such as an address, phone number or any contact information;
- content that is libelous, defamatory, disparaging or tortious;
- content that includes sexually explicit and/or explicit or offensive language;
- content referring to lotteries or gambling;
- content advocating violence, illegal activities, weapons, tobacco, alcohol or drugs;
- content that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, or local law, ordinance, or regulation;

- any content that denigrates, disparages, or reflects negatively on the Sponsor, its services, products and/or its employees, or on any other person, company, services, or product, or that disparages the Sponsor’s competitors; and
- any content that communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

If an Entry includes any of the prohibited elements listed above, the Entry will not be considered as an Eligible Entry and will be disqualified, along with the Entrant who submitted it. The above list is not intended to be exhaustive; the Sponsor may disqualify any Entry if it contains text that Sponsor deems, in its sole discretion, to be offensive or obscene in any way or not in compliance with these Official Rules. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. Entries are subject to all notices posted at [Qualcomm.com/site/privacy](http://Qualcomm.com/site/privacy), including these Official Rules.

**WINNER SELECTION & NOTIFICATION:** Winner will be randomly selected via a random drawing to be conducted on or about November 8, 2024, from all Eligible Entries received during the Giveaway’s Entry Period. Winner will be notified via email and will be required to follow all instructions provided by the Sponsor or its designated agent to claim Prize. At the sole discretion of the Sponsor, disqualification and forfeiture of Prize may result from any of the following: **[1]** potential winner’s failure to respond to the notification email from the Administrator within twenty-four (24) hours of notification; **[2]** any other non-compliance with Official Rules, including but not limited to completing and returning a Declaration of Eligibility and Release of Liability. If potential winner is a Canadian resident, in order to win, he/she must first correctly answer unaided a time-limited mathematical skill-testing question administered by phone and answered orally. If the potential Canadian winner cannot be reached by phone after three (3) attempts are made within five (5) days after the first attempt to conduct the skill-testing question, the potential winner will forfeit all rights to the Prize. In the event it is determined that the winner has not complied with any part of the Official Rules, has made any types of false statements, or if the email Prize notification is returned as undeliverable, the winner will be disqualified, and the Prize will not be awarded. If the Prize is won by an eligible minor, it will be awarded in the name of parent or legal guardian who will be required to complete and return a release on minor’s behalf. Prize will not be awarded if insufficient Entries are received or if Sponsor or its designated agent is unable to verify a winner. Sponsor is not responsible for a returned undeliverable Prize.

**PRIZE DETAILS AND CORRESPONDING MANUFACTURER SUGGESTED RETAIL PRICE (“MSRP”): One (1) Grand Prize:** Smartphone powered by the next Snapdragon® 8-series mobile platform (MSRP: \$1,199.00 USD). Prize will be shipped directly to the winner when it becomes available in early 2025.

PRIZE IS AWARDED AS IS. MSRP stated herein is what the Prize will be sold as or is currently known to be selling for at the time the Official Rules were published and is subject to change. If the Prize value is lower than the stated value at time of award, the difference will not be awarded. Grand Prize does not include mobile data or service, which are the winner’s sole responsibility. Winner will be responsible for all federal, state, and local sales and income taxes on the Prize. If the Grand Prize winner is from the United States., he/she/their must provide his/her/their social security number prior to the awarding of Prize for 1099-Misc tax reporting purposes. No substitution for Prize, except the Sponsor reserves the right, in its sole discretion, to substitute Prize with a different Prize of comparable value. Prize is not transferable or redeemable in cash, except at the sole discretion of the Sponsor. Winner is not recipient of Prize until he or she have been verified and/or notified by the Giveaway Administrator. Prize details are at Sponsor’s sole discretion. Winner acknowledges that the Giveaway Parties do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions or fitness of any aspects of Prize except the Prize is subject to its manufacturer's standard warranty, if any.

**ODDS:** Odds of winning depend on the total number of Eligible Entries received during the Giveaway Entry Period.

**GENERAL CONDITIONS:** Winning constitutes permission for Sponsor to use winner's name and contact information necessary for Prize delivery. If winner also consent to Sponsor using his/her name, photograph, hometown, likeness, and Prize won for future advertising and media publicity by Sponsor, the Sponsor may use such data for the disclosed purposes without additional compensation, notification, release, or permission. Sponsor will process the data according to the section "PRIVACY" set forth below.

**SUSPENSION/MODIFICATION/TERMINATION:** The Sponsor reserves the right to modify, suspend or terminate the Giveaway without notice, if in its sole and absolute discretion, it is determined that the Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or any Force Majeure event(s) such as but not limited to acts of God, acts of war, natural disasters, weather or acts of terrorism that may severely undermine, or impair the integrity and/or feasibility of the Giveaway, and, if terminated, at Sponsor's discretion, determine the winner using all non-suspect, Eligible Entries received up to time of cancellation.

**MISCELLANEOUS CONDITIONS:** By participating in the Giveaway, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and Giveaway Administrator, which are final and binding in all matters relating to the Giveaway. Failure to comply with these Official Rules may result in disqualification from the Giveaway. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules.

**RELEASES:** Entrants agree to these Official Rules and the decisions of the Sponsor and release, defend and hold harmless Giveaway Parties, Instagram, X, Meta, YouTube, as well as the employees, officers, directors and agents of each, from all claims, actions and all liability of any kind whatsoever for injuries, damages or losses of any kind, which may be sustained in connection with, either directly or indirectly, (1) the awarding, receipt, ownership, use or misuse of Prize awarded herein; or (2) participation in the Giveaway. The Sponsor is not responsible for any typographical or other error in the printing of the offer or functionality of the Giveaway Site, administration of the Giveaway or in the announcement of Prize.

By participating in this Giveaway, each Entrant expressly waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

**LIMITATION OF LIABILITY:** The Giveaway Parties will not be liable to any Entrant for any indirect, incidental, consequential, punitive, or special damages whatsoever arising out of, or in any way related to this Giveaway or these Official Rules, or the breach thereof, regardless of the legal theory upon which any claim for damages is based, whether based on tort (including negligence), breach of contract or breach of warranty by any party. The foregoing exclusion will apply even if a party has been advised of the possibility of damage(s) in advance and even if any available remedy fails in its essential purpose. In addition, any and all disputes, claims and causes of action arising out of or connected with this Giveaway or Prize awarded shall be resolved individually, without resort to any form of class action, the entire liability of Giveaway Parties, (and the sole and exclusive remedy of Entrant and any of its affiliates and designated agent(s)), for any claim or cause of action arising hereunder (whether in contract, tort, or otherwise) shall not exceed one hundred United States dollars (\$100.00 USD).

**PRIVACY:** Information collected from Entrant will be processed according to Sponsor’s Privacy Policy at [Qualcomm.com/site/privacy](https://www.qualcomm.com/site/privacy), including how the data subject rights can be exercised. Any requested opt-in consent is completely voluntary and will not increase your chances of winning. Sponsor does not sell your personal information, as the term “sell” is defined by the California Consumer Privacy Act of 2018.

**DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited by law, all matters arising out of, in connection with or relating to this Giveaway or the enforcement or construction of the Official Rules shall be governed by and resolved in accordance with the laws of the State of California, U.S.A., without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. Sponsor and Entrants hereby respectively: (i) agree that any suit, action or other legal proceeding arising out of or relating to this Giveaway shall be brought and adjudicated only in a court of competent jurisdiction located in San Diego, California; (ii) consent to and waive any objection to the personal jurisdiction and venue of such court in any such suit, action or other legal proceeding; and (iii) waive any purported right or claim to bring a motion to transfer such suit, action or other legal proceeding pursuant to 28 U.S.C. §§1404 or 1406, or comparable provision of other law, including based upon the doctrine of forum non conveniens.

**SEVERABILITY:** If any provision or part-provision of these Official Rules is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Official Rules.

**WINNER’S LIST:** For the name of the winner (available after November 30, 2024), send an email to [QualcommWinnersList@sweepspros.com](mailto:QualcommWinnersList@sweepspros.com) by November 30, 2024 with “Behind The Silicon EP. 6 Giveaway Winner’s List” on the subject line of the email. All requests will be fulfilled after November 30, 2024.

**SPONSOR’S AGENT:** Audience.io, 32 W 200 S #227, Salt Lake City, UT 84101

**SPONSOR:** Qualcomm Technologies, Inc., 5775 Morehouse Drive, San Diego, CA 92121.

**GIVEAWAY ADMINISTRATOR:** Ventura Associates International LLC, 494 Eighth Avenue, Ste 1700, New York, NY 10001.

**This Giveaway is not sponsored, endorsed, associated with or administered by Instagram, X, Meta, or YouTube. Any questions, comments or complaints regarding this Giveaway must be directed to the Sponsor or Giveaway Administrator.**