

**OFFICIAL SWEEPSTAKES RULES**  
**Get Friendly With Newegg Giveaway Sweepstakes**

Please read these Official Sweepstakes Rules (“Official Rules”) of the **Get Friendly With Newegg Giveaway Sweepstakes** (“Sweepstakes”). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes and to be eligible to win any Sweepstakes prize.

**1. Eligibility.** Unless otherwise exempted herein, the Sweepstakes is open only to legal residents of the 50 United States, the District of Columbia and Canada who are of the legal age of majority in the state, district, province or territory in which they reside, or older, at the time of entry. **This Sweepstakes is void in Rhode Island and in the Province of Quebec.** Employees of Newegg Inc. (“Sponsor”), its affiliates, subsidiaries, related companies and companies directly involved in the implementation and/or execution of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, children and children’s spouses) and household members of each such employee are not eligible to enter the Sweepstakes. **Void where prohibited by law.**

**2. Sweepstakes Period.** The Sweepstakes begins on July 10, 2009 at 3:01 p.m., Pacific Time (“PT”) and ends on August 7, 2009 at 11:59 a.m., PT (the “Sweepstakes Period”), after which time the Sweepstakes will be closed and no further Entries (defined below) shall be accepted. Sponsor’s computer is the official time keeping device for the Sweepstakes.

**3. How to Enter.** To enter, (1) visit one or more of the following sites: [www.facebook.com/Newegg](http://www.facebook.com/Newegg), [www.youtube.com/newegg](http://www.youtube.com/newegg), [www.myspace.com/newegg](http://www.myspace.com/newegg), [www.twitter.com/newegg](http://www.twitter.com/newegg), [www.twitter.com/neweggshotdeals](http://www.twitter.com/neweggshotdeals) and [www.twitter.com/neweggcadeals](http://www.twitter.com/neweggcadeals) (each a “Website” and collectively, the “Websites”) and (2) sign up as a “fan” (for facebook), a “subscriber” (for youtube), a “friend” (for myspace) or a “follower” (for twitter) of Newegg before the end of the Sweepstakes Period. Each such sign up, whether made before or during the Sweepstakes Period, is known in these Official Rules as an “Entry”. All Entries must be made by the end of the Sweepstakes Period.

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING. MANY MAY ENTER, FEW WILL WIN.**

**4. Limit:**

a. Each person eligible to enter the Sweepstakes may make only one (1) Entry per Website before or during the Sweepstakes Period.

b. In the event more than one (1) Entry for a given Website is made by any one eligible person by the end of the Sweepstakes Period, the first Entry for that Website

received and processed by Sponsor will be considered the only valid Entry received for that person for that Website.

c. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple or different email addresses, identities, registrations, logins, or any other methods will void that person's Entries and that person may be disqualified. No copies, facsimiles or mechanical reproductions of Entries will be accepted. Sponsor expressly reserves the right to disqualify any Entry, in its sole discretion, that appears to have been generated by a so-called "spam" or automated email program or via scripts and automated submission.

d. Sponsor, its affiliates, subsidiaries and any service providers are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access online service or a website, or any other error or malfunction, or any injury or damage to a participant's or any other person's computer related to or resulting from participation in the Sweepstakes. Sponsor is not responsible for any lost, late, incomplete, invalid, unintelligible, damaged, irregular, forged, garbled or misdirected Entry, which will be disqualified.

e. In the event of a dispute as to the validity of any Entry or alleged Entry, the authorized account holder of the email address used to submit an Entry shall be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential or selected winners may be required to show proof of being the authorized account holder.

## **5. Prizes:**

a. There shall be eight (8) prizes (each a "Prize"), and each Prize shall consist of the following:

- one (1) Nintendo wii (Newegg.com item #68-100-018)

b. The Prizes are hereafter collectively referred to in these Official Rules as "prizes". Each Prize has an approximate retail value of USD \$249.99/CAD \$291.55. The total approximate retail value of all prizes offered through these Sweepstakes is USD \$1,999.92/CAD \$2,332.40.

c. Entries and prizes are non-transferable. All prizes will be awarded. Prizes may not be transferred, assigned, substituted or redeemed for cash except in Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater monetary value or cash value for any prize. By way of example and not of limitation, Sponsor may, in its sole discretion, substitute, in lieu of the television the

prize winner would otherwise receive pursuant to these Sweepstakes, a different television of comparable value.

e. US Winners: Winners who are residents of the United States or the District of Columbia (each a “US Winner”) will be responsible for all insurance and taxes (including but not limited to federal, state, local and/or income) on the prize and will be required to provide his/her Social Security number for tax reporting purposes if the approximate retail value of the prize being awarded is US \$600.00 or greater (as determined in Sponsor’s sole discretion). Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the prize if the retail value of such prize is US \$600.00 or greater. Each US Winner shall also be required to return a completed Form W-9 to Sponsor. If a US Winner refuses to provide his/her Social Security number for a prize worth US \$600.00 or greater within five (5) business days after request is made for the same by Sponsor, or if a US Winner fails to return a completed Form W-9 within five (5) business days after the same is sent to such US Winner by Sponsor, said winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A US Winner who refuses to provide a Social Security number for a prize worth US \$600.00 or more, or who fails to return a completed Form W-9, within the aforementioned time, will have no right to an alternate prize worth less than US \$600.00 in lieu of providing his/her Social Security number and/or Form W-9 for the original prize.

f. Canadian Winners: Each winner who is a Canadian resident (a “Canadian Winner”) shall be responsible for all insurance and all Canadian provincial, territorial and/or local taxes on the value of his or her prize. Each entrant acknowledges and agrees that Sponsor may be required to report the value of each Canadian Winner’s prize to the United States Internal Revenue Service on a Form 1042-S or equivalent form, and each Canadian Winner shall provide Sponsor with a completed Internal Revenue Service form W-8BEN in order to facilitate such reporting. A Canadian Winner who fails to provide Sponsor with a completed form W-8BEN within five (5) business days after the same is sent to such Canadian Winner shall be disqualified and an alternate winner will be selected in accordance with these Official Rules.

g. All prizes offered are being provided “as is” with no warranty or guarantee by Sponsor, either express or implied. All warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer’s terms therefor, and winners agree to look solely to such manufacturer(s) for any such warranty and/or guarantee.

h. A prize will be distributed within thirty (30) calendar days after the winner of such prize has been successfully contacted, has successfully completed the winner verification process set forth in Section 8 of these Official Rules and has fulfilled all other requirements of these Official Rules. A prize winner who fails to take delivery of his or her prize within thirty (30) calendar days after such prize is first deposited in the mail or delivered to a shipping company for delivery shall be disqualified and such prize shall be forfeited.

**6. Odds of Winning:** Odds of winning a prize depend upon the number of eligible Entries an entrant makes before or during the Sweepstakes Period (but in no event may an entrant have more than one Entry per Website). **Each Sweepstakes entrant shall be eligible to win only one prize.**

**7. Winner Selection:**

a. Sponsor will select two (2) Prize winners through a random drawing each Friday for four (4) consecutive weeks. The first drawing for a Prize shall take place on or around July 17, 2009, and the last drawing for a Prize shall take place on or around August 7, 2009.

For each such weekly drawing, the Sponsor will select at random two of the four Websites from which the prize winners will be selected for that week. (For purposes of this subsection “a” only, the three twitter websites listed in Section 3 of these Official Rules shall be treated as a single Website.) For each Website so selected, the Sponsor will then select one (1) winner through a random drawing from among all eligible Entries for that Website. The Sponsor will repeat this process for each succeeding weekly drawing. However, a total of two winners from each Website (treating the three twitter sites as a single Website) will be selected during these Sweepstakes, so once two winners have been selected from a given Website, no additional winners shall be chosen from that Website for the remainder of the Sweepstakes.

Note: For each drawing conducted pursuant to these Official Rules, the winner will be selected from among all persons currently registered (determined immediately prior to the drawing) with the Website in question as a fan, subscriber, friend or follower (depending on the Website) of Newegg, regardless of whether the persons so registered before or during the Sweepstakes Period. However, for any given drawing from among eligible Entries on a given Website, a person who was formerly registered as a fan, subscriber, friend or follower of Newegg on that Website but is no longer so registered at the time of the drawing in question shall not be eligible to win a prize with respect to that drawing.

However, a winner of a Prize shall not be eligible to win any additional Prize, and a winner of a Prize shall be excluded from all remaining prize drawings under these Sweepstakes.

There shall be no allocation of prizes based upon the state, district, province or territory of the entrants. Each random drawing under these Official Rules shall be conducted at Sponsor’s offices located at 17708 Rowland Street, City of Industry, California USA.

b. Each selected winner will be notified by telephone or email no later than five (5) business days after the applicable drawing date and must contact Sponsor to claim his or her prize no later than seven (7) business days after such notification. Sponsor may also post the name of each selected winner on the eggxpert.com website. If a selected winner cannot reasonably be contacted within the time frame specified above, or if a selected winner fails to contact Sponsor within the time frame specified above, such selected winner shall be disqualified and will not receive any prize. **Canadian residents only:** Each selected winner who is a Canadian resident will be required to correctly

answer a time-limited skill testing question without assistance in order to be eligible to receive a prize or such prize will be forfeited.

c. The Sponsor is not responsible for the failure for any reason whatsoever of a selected winner to receive notification of winning from Sponsor, nor shall Sponsor be responsible for the failure of Sponsor to timely receive a selected winner's response.

d. The decisions of the Sponsor are final and binding in all matters relating to the selection of winners of the Sweepstakes. In the event that a selected winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random selection from all remaining eligible Entries.

e. No more than the stated number of prizes will be awarded. If, as a result of error relating to the entry process, drawing or any other aspect of the Sweepstakes, there are more selected winners than contemplated in these Official Rules, there will be a random draw among all eligible selected winners after the Sweepstakes Period to award the correct number of prizes.

## **8. Winner Verification:**

a. Selected winners must continue to comply with all terms of the Official Rules, and winning of any prize is contingent upon fulfilling all requirements of these Official Rules. All selected winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize, even if the Sweepstakes or Sponsor so indicates, unless and until entrant's eligibility and selection as a winner have been verified and that entrant has been notified that verification is complete.

b. Each selected winner will be required to sign and return to Sponsor a notarized, legal agreement and release ("Release") that confirms the selected winner's (i) eligibility for the Sweepstakes and compliance with the Official Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsor and its parent companies, affiliates and subsidiaries, and each of their respective employees, directors, officers, agents, suppliers, sponsors, licensees and advertising or promotional agencies (collectively, "Released Parties"), from and against any claim or cause of action, including but not limited to any and all liability for any harm, loss, damages, cost or expense arising out of (1) participation or attempted participation in the Sweepstakes, (2) participation in any Sweepstakes-related activities, or (3) the acceptance, use or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the publicity rights set forth in section 9 of the Official Rules, below. The execution, notarization and return of the Release by a selected winner is an express condition to releasing a prize to such selected winner. A selected winner will be disqualified and his or her prize forfeited unless he or she returns the signed and

notarized Release to Sponsor no later than five (5) business days after Sponsor sends it to him or her via email.

c. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, testimonials and/or hometown and state, district, provincial or territorial address for promotional purposes in any manner and in any media as Sponsor deems appropriate, worldwide and in perpetuity, without further payment or consideration.

## **10. General Conditions**

Disqualification of Entrants; Cancellation of Sweepstakes: An entrant or winner may be disqualified from the Sweepstakes if, in the Sponsor's sole discretion, he or she (a) fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor, (b) tampers or attempts to tamper with the entry process or the operation of the Sweepstakes, and/or (c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. If for any reason the Sweepstakes is not capable of being executed as planned, or if computer viruses, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other cause corrupts or affects the administration, security, fairness, integrity or proper conduct of these Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right, in its sole discretion, to award the prizes at random from among the eligible, non-suspect Entries received up to the time of impairment.

No Waiver: Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Hold Harmless: Each person who submits an Entry for these Sweepstakes, and each person who agrees to these Official Rules, hereby agrees to release and hold harmless Sponsor and its parent companies, affiliates and subsidiaries, and each of their respective employees, directors, officers, agents, suppliers, sponsors, licensees and advertising or promotional agencies (collectively, "Released Parties") from any damage, injury, death, loss, claim, action, demand or other liability (collectively, "Claims") that may arise, in whole or in part, directly or indirectly, from his or her: (1) participation in the Sweepstakes, (2) any breach of these Official Rules, (3) acceptance, possession and/or use of any prize, or (4) from any misuse, malfunction or disposal of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Each entrant agrees to fully indemnify Sponsor and the other Released Parties from any and all claims by third parties relating to the Sweepstakes, without limitation.

Limitation of Liability: Neither Sponsor nor any of the Released Parties shall be responsible or liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by a selected winner of the Sweepstakes, (2) entries and/or responses to winner notifications and/or Releases which are lost, late, incomplete, illegible, unintelligible, falsified, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part because of human, computer or technical error of any kind, (3) any incorrect or inaccurate information, whether caused by entrants or by any personnel, equipment or programming associated with or utilized in the Sweepstakes, (4) unauthorized human intervention in any part of the entry process or the Sweepstakes, (5) any human, technical or electronic error which may occur in the processing of entries, the administration of the Sweepstakes or the selection of winners, (6) any technical or electronic miscommunications, malfunctions or failures of any kind which limit an entrant's or potential entrant's ability to participate in the Sweepstakes, including but not limited to hardware or software failures, network unavailability, and incomplete, garbled or delayed computer transmissions, (7) injury or damage to entrant's or any other person's computer related to or resulting from downloading any materials related to these Sweepstakes or (8) any warranty of fitness or merchantability of any prize or the function or operation of such prize. If for any reason an entrant's entry is confirmed to have been erroneously delayed, lost or otherwise destroyed or corrupted, entrant's sole remedy is to submit another entry in the Sweepstakes during the Sweepstakes Period.

Termination: Sponsor reserves the right, in its sole discretion, and at any time, for any reason, and without prior notice to: terminate the Sweepstakes, in whole or in part, and/or modify, amend or suspend the Sweepstakes and/or the Official Rules.

Disputes: Except where prohibited, each entrant in the Sweepstakes agrees that (a) any and all disputes, claims, controversies and causes of action arising out of or connected with the Sweepstakes or any prize awarded pursuant thereto shall be resolved, individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Los Angeles County, California, U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering these Sweepstakes (but in no event shall attorney's fees be recoverable as part of any such claim, judgment or award); and (c) under no circumstances will any entrant in the Sweepstakes be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, any entrant's rights or obligations, or the rights or obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving any effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than

the State of California. In the event of any discrepancy or inconsistency between the English language version of these Official Rules and the French language version of these Official Rules, the English language version shall govern and control. The parties hereto have requested that this Sweepstakes be drawn up in the English language. Les parties aux presentes ont exige que ce contrat soit redige dans la langue anglaise seulement.

Privacy/Use of Personal Information: All information about a Sweepstakes entrant who is a resident of any state of the United States or a resident of the District of Columbia and is collected by Sponsor in connection with the Entries will be subject to Sponsor's privacy policy available on its [www.newegg.com](http://www.newegg.com) website. All information about a Sweepstakes entrant who is a resident of any province or territory of Canada and is collected by Sponsor in connection with the Entries will be subject to Sponsor's privacy policy available on its [www.newegg.ca](http://www.newegg.ca) website.

Note: Each entrant acknowledges and agrees that, in the event these Sweepstakes are deemed subject to Quebec law, Sponsor may furnish to the Regie des alcools, des courses et des jeux in Quebec, the name and address of each winner of a Sweepstakes prize worth more than CAD \$100.00, along with the value of the prize received by that winner.

Caution: Any attempt by an entrant or any other individual to deliberately damage any Website or any website owned or operated by the Sponsor or any of its subsidiaries, tamper with the entry process or otherwise undermine the legitimate operation of the Sweepstakes may be a violation of criminal or civil laws and should such an attempt be made, Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

By participating in the Sweepstakes, each party who submits or attempts to submit an Entry fully and unconditionally agrees to and accepts these Official Rules (which are posted at [www.newegg.com](http://www.newegg.com) and [www.newegg.ca](http://www.newegg.ca) during the Sweepstakes Period) and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.