NEWEGGTV MSI G SERIES LAPTOP SWEEPSTAKES
OFFICIAL SWEEPSTAKES RULES
(U.S. ONLY)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

The **NeweggTV MSI G Series Laptop Sweepstakes** ("Sweepstakes") begins at 11:00AM Pacific Time ("PT") on July 16, 2012 and ends at 11:00AM PT on July 31, 2012 ("Sweepstakes Period"). The Sweepstakes is subject to these official rules (the **"**Official Rules**"**), and by entering, entrant agrees to be bound by them.

ELIGIBILITY: Void where prohibited by law. Unless otherwise provided herein, the Sweepstakes is open only to legal residents of the 49 United States and the District of Columbia (Rhode Island excluded), age 18 or older at the time of entry ("Entrant"). Employees, directors and officers of Sponsor, its licensors and prize providers, and each of their promotion agencies and other parties involved in the implementation and execution of the Sweepstakes and their respective parent companies, subsidiaries and affiliates ("Sweepstakes Entities"), as well as members of such employees, directors and officers' immediate families (spouses, children, siblings, parents) or households (whether or not related), are not eligible to participate in the Sweepstakes. Winners shall be required to sign an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit/Release") as a condition to the delivery of the applicable prize.

HOW TO ENTER: To enter, visit www.youtube.com/NeweggTV (the "Website") during the Sweepstakes Period, and post a comment on the Sweepstakes video and submit as directed ("Entry"). ALL ENTRIES MUST BE RECEIVED BY THE SWEEPSTAKES DEADLINE. Limit: One (1) Entry per person/email address during the Sweepstakes Period. In the event more than one (1) Entry is received from any one person/email address during the Sweepstakes Period, the first Entry processed will be considered the only valid entry received for the Entry Period. All Entries become the sole property of the Sponsor and none will be returned for any reason.

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 be generated by a so-called "spam" or automated e-mail program or via scripts and automated submission.

PRIZES AND ODDS OF WINNING:

One (1) GRAND PRIZE winner will receive:

- One (1) MSI G Series GT700NC-008US Notebook **[OPEN BOX]** (N82E16834152336) (ARV $1,549.99)

Total approximate retail value ("ARV") of all prizes offered: $**1,549.99**.

Entries and prizes are nontransferable. Prize restrictions may apply. All prizes will be awarded if the number of eligible entries received equals or exceeds the number of prizes. One prize per person.

Odds of winning depend upon the number of eligible Entries received during the Sweepstakes Period.

WINNER SELECTION: Winners will be randomly selected in a drawing to take place on within ten (10) days from the close of the Sweepstakes Period. The drawings will be conducted by the Administrator at Sponsor's offices located at 17708 Rowland Street, City of Industry, California USA. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. The Administrator will notify the potential winners by telephone (if available), email, and publication of the names on the NeweggTV website at www.youtube.com/NeweggTV following the drawing date. If such notification is undeliverable or no acknowledgement is received by the Administrator from the potential prize winner within five (5) business days of the date of notification or attempted notification, then such potential prize winner will be disqualified, and an alternate winner may be selected in Sponsor's sole discretion. If a prize is refused, a prize notification is returned

or deemed undeliverable, or the potential winner is disqualified for any reason, an alternate winner may be selected. Potential prize winner (or parent or legal guardian if potential prize winner is considered a minor in the legal jurisdiction of his or her residence) will be required to execute and return an Affidavit of Eligibility/Release of Liability and, if applicable, a completed IRS W-9 form within two (2) business days of the date of issuance of such documents. Potential prize winner's failure to return all required forms in this two (2) business day time period may result in the potential prize winner being disqualified and an alternate winner may be selected at Sponsor's sole discretion.

LICENSES AND REPRESENTATIONS: By submitting an Entry, you hereby grant Sponsor, its licensees, distributor, agents, representatives and other authorized users, a perpetual, exclusive, irrevocable, royalty-free, sub-licensable, and transferrable (in whole or in part) license throughout the universe under all copyright, trademark, patent, trade secrets, moral and privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works, perform, and otherwise exploit such Entry, in whole or in part, in all media formats now known or hereafter devised (including on Sponsor sites, on third party websites, on broadcast and cable networks and stations, on broadband and wireless platforms, and on physical media) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. By submitting en Entry, you represent and warrant that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit all elements of the Entry in all manners contemplated by these Official Rules.

GENERAL CONDITIONS AND RELEASES: An entrant or winner may be disqualified from the Sweepstakes if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of Sponsor.

Sweepstakes Entities 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 any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of the person submitting the Entry, the Entry will be deemed to be submitted by the person whose name is registered to the e-mail account, and should the person not be able to prove his/her identity against the registered name the Entry will be rejected and result in the disqualification of the Entrant from the Sweepstakes.

Winners will be responsible for all insurance and taxes (including but not limited to federal, state, local and/or income) on the value of the prize awarded. Any United States resident to whom a prize is awarded will be required to provide his or her Social Security number for tax reporting purposes. Sponsor will file an IRS Form 1099 with the Internal Revenue Service if the retail value of the prize, or combined total of all prizes received from SPONSOR in a calendar year, is $600.00 or greater. If a winner refuses to provide his/her Social Security number, the winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules.

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

No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at 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.

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 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. Any prize returned as undeliverable will result in disqualification and an alternate winner may be selected.

Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or if infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other act, in the opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of these Sweepstakes, then 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 the event of any cancellation, termination or suspension, notice thereof will be posted on the Websites. If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the prize winners will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

By participating, an Entrant (if deemed a minor in the jurisdiction he/she resides, his/her parent and/or legal guardian) agrees to forever and irrevocably release Sweepstakes Entities, and each of their respective directors, officers, agents, employees, shareholders, affiliates, successors and assigns (“Released Parties”), from any and all liability, claims, lawsuits, causes of action, proceedings, demands, judgments, expenses, costs, injuries, death, losses or damages of any kind caused by the Sweepstakes and any element or activity thereof, Entrant’s participation, entry or inability to participate or enter the Sweepstakes, the unauthorized or illegal access to personally identifiable or sensitive information collected by Sponsor, the acceptance, possession, use, redemption of, delivery of, inability to use, defect in, or misuse of the prize, Sponsor’s administration of the Sweepstakes, the lost, damaged, misdirected, or late delivery of the prize, the collection, sharing and/or use of the Entrant’s personally identifiable information by Sponsor or its designees and any violation of any publicity, privacy, property or proprietary rights of entrant, or any errors in the Official Rules or any promotional materials with respect to the Sweepstakes.

Released Parties shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the Sweepstakes entry form, 2) Entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions which may limit an Entrant's ability to participate in the Sweepstakes, 4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes or 5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize.

Unless prohibited by applicable law, Entry constitutes permission to use an Entrant's name, photograph, likeness, voice, address (city and state) and testimonials throughout the universe, in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any further compensation to such entrant.

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.

DISPUTES: Entrant (but if deemed a minor in the jurisdiction in which he or she resides, Entrant's parent or legal guardian), agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles County, California, U.S.A. Entrant further agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees, and under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than 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 FOREGOING MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and 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 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.

PRIVACY/USE OF PERSONAL INFORMATION: All information collected by Sponsor in connection with the Entries will be subject to Sponsor's privacy policy available at the Website.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Sweepstakes, each Entrant (or if the Entrant is not of the age of majority in his/her state of residence, his/her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors and the Administrator, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

OFFICIAL RULES/WINNERS LIST: To receive a copy of the Official Rules or complete list of winners, send a self addressed stamped envelope, no later than thirty (30) days after the end of the Sweepstakes Period, to: Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify "NeweggTV MSI G Series Laptop Sweepstakes Winners List or Official Rules".

SPONSOR: Newegg Inc., 16839 E. Gale Avenue, City of Industry, CA 91745, and

ADMINISTRATOR: Sponsor's employee responsible for managing and overseeing the proper running of the Sweepstakes, including notification of potential winners and delivering Prizes that can be contacted at neweggpromotions@newegg.com.