

## OFFICIAL SWEEPSTAKES RULES

### VisionTek Video Card Sweepstakes

Please read the Official Rules and Regulations (“Official Rules”) of the VisionTek Video Card Sweepstakes (“Sweepstakes”). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes. To accept the Official Rules, check the Accept button below.

**LIMITATIONS ON ELIGIBILITY/AVAILABILITY OF SWEEPSTAKES: Void where prohibited by law.** Unless otherwise exempted herein, the Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia age 13 or older (“Entrant”). **This Sweepstakes is void in Rhode Island.** Employees, directors and officers and their immediate families (spouses and siblings, parents, and children and their spouses) and household members of the SPONSOR and/or the ADMINISTRATOR (as each is defined below), and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Sweepstakes (collectively the “SPONSOR”) are not eligible. Winners may 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.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00AM Pacific Time (“PT”) on August 26, 2008 and ends at 11:59PM PT on September 1, 2008 (“Entry Period”).

**HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.** To enter, visit [www.newegg.com](http://www.newegg.com) (the “Website”) during the Sweepstakes Period, complete the online entry form with the required information (“Entry”) and submit the completed Entry as directed. **ALL ENTRIES MUST BE RECEIVED BY THE SWEEPSTAKES DEADLINE.** Limit: One (1) entry per person or email address during the Sweepstakes Period. In the event more than one (1) Entry is received from any one person or email address during the Sweepstakes Period, the first Entry processed will be considered the only valid entry received for that Entry Period.

No copies, facsimiles or mechanical reproductions of entries will be accepted. SPONSOR expressly reserves the right to disqualify any entries, in its sole discretion, that appear to be generated by a so-called “spam” or automated e-mail program or via scripts and automated submission.

Neither SPONSOR nor any service providers are 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 participant’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 COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

**PRIZES AND ODDS OF WINNING: Four (4) GRAND PRIZE** winners will each receive **one (1) VisionTek Radeon HD 4870 X2 2GB GDDR5 Video Card (14-129-114)** (approximate retail value \$569.99). Total approximate retail value (“ARV”) of all prizes offered: \$2,279.96. Entries and prizes are nontransferable. All prizes will be awarded. No substitutions are permitted, except that SPONSOR reserves the right to substitute a prize of equal or greater monetary value or cash value for any prize. Winners shall be responsible and liable for all federal, state and local taxes on the value of their prize.

Odds of winning depend upon the number of eligible Entries received during the Entry Period. To receive a complete list of winners Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify "VisionTek Video Card Sweepstakes Winners List".

**WINNER SELECTION:** A random drawing will take place within 10 business days after the Sweepstakes entry deadline from among all eligible entries received. The drawing will be conducted by the Administrator at the Administration address. The decisions of the Administrator are final and binding in all matters relating to this Sweepstakes. The potential winners will be notified by the Administrator by telephone (if available), email and by a one-time publication of the names of the winners in the next regularly-scheduled issue of the newegg.com newsletter following the drawing date. Prize winners must claim their prizes within seven (7) business days after being notified of winning and must take delivery of the prize within thirty (30) days. A winner's failure to respond to the prize notification within the specified seven (7) business days will be considered such winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible Entries.

**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.

In the event more than one (1) Entry is received from any one person or email address during the Sweepstakes Period, the first Entry processed for Entry Period will be considered the only valid entry received for that Entry Period. 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 entrant will be rejected and result in the disqualification of the entrant from the Sweepstakes.

Potential winners may be required to execute and return a properly notarized Affidavit/Release. If a potential winner is deemed a minor in his/her state of residence, then the parent/legal guardian of such minor must also sign any documents required herein. The execution and notarization of the Affidavit/ Release by a winner is an explicit condition to releasing said prize. The Affidavit/Release must be returned by the deadline stated in such documents. If a potential winner fails to return such documents within that time, or if an entrant is found to be ineligible, or if a potential winner does not comply with the Official Rules, then the potential winner will be disqualified and an alternate entrant will be selected from among all eligible Entries received as a potential winner.

Winners 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 ARV of the prize being awarded is \$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 \$600.00 or greater. If a winner refuses to provide his/her Social Security number for a prize worth \$600.00 or greater, the winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A winner who refuses to provide a Social Security number for a prize worth \$600.00 or more will have no right to an alternate prize worth less than \$600.00 in lieu of providing his/her Social Security number for the original prize.

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 SPONSOR's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason.

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

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 infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Administrator 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 at [www.newegg.com](http://www.newegg.com). If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

By participating, an entrant (and if an eligible minor, their parents and/or legal guardians) agrees to release SPONSOR, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by: (i) Entrant's participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (ii) any SPONSOR's sponsorship or administration of the Sweepstakes, and (iii) Entrant's and/or any third party's use, sale or disposal of the prize.

SPONSOR 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.

By entering, an entrant agrees to release and hold harmless SPONSOR, and SPONSOR's parent, subsidiary and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively Claims) that may arise from their acceptance, possession and/or use of any prize or their participation in this promotion, or from any misuse or malfunction 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. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for prizes and may be prosecuted to the full extent of the law. SPONSOR reserves the right to modify the rules of the Sweepstakes in any way or at any time. SPONSOR reserves the right, in their sole discretion, to cancel or suspend this Sweepstakes should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Sweepstakes.

**DISPUTES:** Entrants (and, if an eligible minor, their parents and legal guardians), agree that (a) 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.; (b) 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 (c) 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 ABOVE 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.

**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.

**SPONSORS:** Newegg Inc., 16839 E. Gale Avenue, City of Industry, CA 91745 and VisionTek Products, LLC, 1610 Colonial Parkway, Inverness, IL 60067 (collectively, "SPONSOR").

**ADMINISTRATOR:** Newegg Inc., 16839 E. Gale Avenue, City of Industry, CA 91745 (the "Administrator").