

NEWEGG AND AMD SPIDER SWEEPSTAKES

WINNER AFFIDAVIT AND RELEASE

1. I am submitting this Affidavit and Release ("affidavit") so that you may determine my eligibility to receive the prize for which my entry has been submitted in the Newegg and AMD Spider Sweepstakes promotion (the "Promotion") sponsored by Newegg Inc. and AMD from February 5, 2008 to February 11, 2008. I represent as follows:

2. I have read, understood and complied with, and will continue to comply with the official rules of the Promotion. In submitting my entry and claiming any prize that may be awarded to me, I have done this lawfully and in accordance with the official rules of the Promotion.

3. I understand that "Sponsor" means: (a) Newegg Inc. (dba, newegg.com), (b) newegg.com's affiliates which include but are not limited to related entities and the officers, directors, employees, agents, representatives, successors and assigns of newegg.com and newegg.com's affiliates, and (c) AMD, its affiliates, officers, directors, employees, agents, representatives and successors and assigns, (d) anyone else connected with the Promotion now or in the future. To my best knowledge, neither I nor any member of my immediate family or anyone living in my household is an employee of the "Sponsor."

4. I alone am obligated to pay any taxes (to the federal, state or local government) on the value of the prize that may be awarded pursuant to the Promotion. I release the Sponsor from any liability and will indemnify and hold it harmless from any such taxes and costs. The Sponsor has my permission to deduct or require payment of any such taxes and costs in accordance with applicable state, federal and other laws, before any benefit is conferred or prize is delivered to me. I acknowledge that Sponsor will require my Social Security Number if the prize being awarded is valued at \$600.00 or greater in order that Sponsor may comply with federal law. I further acknowledge and agree that, if the prize being awarded to me has an approximate retail value of \$600.00 or greater, I am required to have this affidavit notarized by a notary licensed in the state in which I reside so that my identity may be verified.

5. In exchange for the Promotion's prize awarded to me, I release and forever discharge the Sponsor from and against any and all actual and potential, **known and unknown**, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with the receipt, ownership, use, transfer or sale or other disposition of the prize, as well as any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy, violation of the right of publicity, commercial appropriation of name and likeness, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted by me to the Sponsor. It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar laws of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him, must have materially affected his settlement with the debtor.

6. I give the Sponsor, throughout the universe and forever, the right to use and publish my name, user name, voice, likeness, photograph, biographical and prize information (altogether "Name and

Likeness”) by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to the Promotion without notice to me and without further compensation. I reserve no rights with respect to such uses. The Sponsor is free to assign the rights I’ve granted to Sponsor to anyone Sponsor chooses. I acknowledge that I have read the privacy policy on newegg.com, that I understand it, and that I hereby waive any prohibition against the release of my Name and Likeness as it relates to identification of myself as the sweepstakes winner or as otherwise permitted hereunder.

7. I can and will be disqualified from receiving any prize that may be awarded to me if any statement made by me in this affidavit is false or inaccurate.

8. If any term of this affidavit is waived by Sponsor, it does not mean that such waiver will act as an on-going waiver of that or any other term. If any part of this affidavit is invalid or unenforceable, it will not affect the validity or enforceability of any other part of my affidavit.

9. I have been given ample opportunity and time to read, and have carefully read, this affidavit. I understand its contents, and agree to be bound by the terms and conditions of the affidavit. This affidavit contains my entire understanding relating to my participation in the Promotion and cannot be changed or amended except in writing signed by Sponsor and me.

10. If I am executing this affidavit for a minor (an individual who is not 18 years of age at the time this affidavit is signed and submitted), I represent and warrant that I am either a parent with full legal rights relating to the minor, or the minor's legal guardian.

11. Sponsor may rely on all representations I have made in this affidavit.

I declare under penalty of perjury that all statements made by me in this document are true. The name given below is my legal name. If I am furnishing a Social Security Number below, the Social Security Number furnished is mine and not some one else’s Social Security Number.

Newegg and AMD Spider Sweepstakes prize being awarded:

(to be completed by Administrator Newegg.com)

_____ Date

_____ Telephone Number

_____ Name of Participant (Please Print)

_____ Date of Birth

_____ Address of Participant

Signature of Participant
(or Parent or Legal Guardian)

(Social Security Number of Participant)
**(required only if retail value of prize is
\$600.00 or greater)**

Name of Parent or Legal Guardian (Please Print)

Address of Parent or Legal Guardian

Registered Email Address of Participant

**THIS AFFIDAVIT AND RELEASE MUST BE NOTARIZED PRIOR TO BEING RETURNED TO
NEWEGG.COM. AN AFFIDAVIT AND RELEASE THAT IS NOT NOTARIZED WILL BE INVALID.**