

“XFX VGA” Sweepstakes

Please read the Official Rules and Regulations (“Official Rules”) of the “XFX VGA” 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.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

SWEEPSTAKES DESCRIPTION: The Sweepstakes begins at 12:00 PM Pacific Standard Time (“PST”) on March 25, 2008 and ends at 12:00 PM PST on April 7, 2008 (“Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open only to legal residents of the United States (**excluding Rhode Island**) and District of Columbia (“U.S.”) who are at least thirteen years of age on the date of the Sweepstakes entry submission (“Entrant”). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of the Sponsors 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 "Sweepstakes Entities") are not eligible. The Sweepstakes is void in Puerto Rico, and other U.S. Commonwealths, Territories and jurisdiction (including overseas military installations) and where prohibited.

SPONSOR: Newegg Inc., 16839 E. Gale Avenue, City of Industry, CA 91745 and XFX, 1931 Linx Place, Ontario, CA 91761 (collectively, the “Sponsor”).

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

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.

HOW TO ENTER: To enter the Sweepstakes, visit www.newegg.com (the “Website”) during the Sweepstakes Period, complete the online entry form with the required contact information (“Entry”) and submit the completed Entry as directed. **ALL ENTRIES MUST BE RECEIVED BY 12:00 PM PST on April 7, 2008. 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 for Entry Period will be considered the only valid entry received for that Entry Period. In the event of a dispute, Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions permitted. Sponsor is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. Entries become the property of Sponsor and will not be acknowledged or returned.

WINNER SELECTION: Three (3) Grand Prize Winners will be selected in a random drawing conducted on or about April 11, 2008 from among all eligible entries received. Drawing will be conducted by Administrator at the Administration address. The potential winners will be notified by the Administrator by telephone and email. Winners who are selected for a prize with an approximate retail value of \$600.00 or greater, including sales tax, will be required to sign and return an Affidavit of Eligibility and a Liability Release and, except where prohibited by law, a Publicity Release Form (“Affidavit/Release”) within seven days of receipt. If the potential winner is an eligible minor, Affidavit/Release must be confirmed and signed by his/her parent or legal guardian. Additionally, the Affidavit/Release must be notarized by a notary licensed in the state which Winner resides. Failure of the potential winner to timely return the required executed documents within the specified time period may cause the prize to be forfeited and awarded to an alternate as solely determined by Sponsor. 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 will be selected via a random drawing. Except where prohibited by law (e.g., Tennessee), acceptance of the prize constitutes permission for Sponsor to use winner’s name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. The odds of winning drawing depend upon the number of eligible Entries received during the Sweepstakes Period.

PRIZES/ODDS OF WINNING:

THREE (3) GRAND PRIZE WINNERS / APPROXIMATE RETAIL VALUE (ARV):

One (1) XFX GeForce 9800 GX2 Video Card (ARV \$599.99) (total Grand Prize ARV \$1,799.97).

Total ARV of all prizes is \$1,799.97. The odds of winning drawing depend upon the number of eligible Entries received during the Sweepstakes Period.

GENERAL PRIZE RESTRICTIONS: A prize winner must take delivery of the prize within 30 days of notice of availability from the Sponsor or the prize may be forfeited and awarded to an alternate winner. Sponsor will be responsible for transport costs of delivering the prize to winner's residence. Prize may not be transferred or assigned until after the actual winner has complied with all his or her obligations under these Official Rules. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. The prize winner will be responsible for all 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 retail value 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 prize winner refuses to provide his/her Social Security number for a prize worth \$600.00 or greater, the prize winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A prize 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. A prize winner winning a prize with an ARV of \$600.00 or greater will be required to execute an Affidavit and Release form and have such form notarized by a notary licensed in the state which Winner resides prior to the prize being released to such winner. The execution and notarization of the Affidavit and Release by a prize winner winning a prize with an ARV of \$600.00 or greater is an explicit condition to releasing said prize; refusal by a prize winner to execute the Affidavit and Release and/or provide a Social Security Number and/or obtaining a notarization in connection with the Affidavit and Release will result in disqualification, and a new winner will be selected in accordance with these Official Rules.

GENERAL CONDITIONS / RELEASE: By participating, Entrant (and if an eligible minor, their parents or legal guardians) agree to (a) release Sweepstakes Entities, 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 Sweepstakes Entities sponsorship or administration of the Sweepstakes; and (iii) Entrant's and/or any third party's use, sale or disposal of the prize; (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize (any written warranty by the manufacturer concerning the prize will be provided along with the prize). Neither Sweepstakes Entities 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. 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. 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.

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.

ENTRANTS PERSONAL INFORMATION: Information collected from Entrants is subject to the Newegg Privacy Policy which can be found at <http://www.newegg.com/CustomerService/PrivacySecurity.asp>.

WINNER / RULES: For the name of the Sweepstakes winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify “ ‘XFX VGA Sweepstakes’ Winners List” or “ ‘XFX VGA Sweepstakes’ Official Rules” on your request. Requests must be received by May 23, 2008.