

Newegg Monster HyperSpeed HDMI Fan Cave Sweepstakes Official Rules

- 1. ELIGIBILITY:** NEWEGG Monster HyperSpeed HDMI Fan Cave Sweepstakes (the "Sweepstakes") is open only to legal residents within forty nine (49) United States (excluding Rhode Island) and the District of Columbia who are 18 years and older with access to the Internet at all times during the Sweepstakes and subsequent prize-award period. All employees of NEWEGG and Monster, Inc., Monster, LLC ("Sponsor"), all employees of DXAgency ("Partner"), all associated agencies and each of their respective affiliates, subsidiaries, sales representatives, distributors, licensees or agents (all of the foregoing, together with Sponsor, collectively referred to as "Sweepstakes Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether related or not), are ineligible to participate in the Sweepstakes. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules.
- 2. NO PURCHASE NECESSARY TO ENTER OR WIN:** A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.
- 3. SWEEPSTAKES PERIOD:** The Sweepstakes entry period begins at 12:01 a.m. ET on January 24, 2012 and ends at 11:59 p.m. ET on February 4, 2012 (the "Sweepstakes Period"). Winner will be selected from entries properly submitted and timely received during the Sweepstakes Period.
- 4. SWEEPSTAKES ENTRY INSTRUCTIONS:** During the Sweepstakes Period, you may submit an entry form online at www.NEWEGG.com/MonsterHDMI. An "ENTRY" is defined as entering your name, address and email address, captcha and clicking "Submit." Limit One (1) Online Entry per person, per e-mail address, and per household during the Sweepstakes Period via Online Entry, regardless of whether a person has more than one address or more than one person uses the same address.
- 5. PUBLICITY:** As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant and each winner by accepting a prize grants to Sponsor and its affiliates, legal representatives, assigns and licensees, all right, title and interest in to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media now or hereafter known throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval of the winner. Where necessary, the winner will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within five (5) business days of attempted notification or the winner may be disqualified and an alternate winner selected.
- 6. SELECTION OF SWEEPSTAKES WINNER/ODDS:** The potential Grand Prize winner will be selected in a random drawing to be held on or about February 8, 2012. Winner will be selected from entries received during the Sweepstakes Period. Odds of winning will depend on the number of eligible entries received during the Sweepstakes Period. The potential winner will be notified via email to the email address submitted with the potential winner's entry within two (2) days after the drawing. The drawing will be conducted by Sponsor, the judge of the Sweepstakes, whose decisions on all matters relating to the Sweepstakes shall be final and binding. In the event that a potential winner is disqualified for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner selected at random. Any return of prize notification or prize email as undeliverable will result in forfeiture of any prize and an alternate winner may, at Sponsor's discretion, be randomly selected.
- 7. PRIZES:** **One (1) Grand Prize** with a total approximate retail value of \$4,270.00 to include: A LG 47" 3D 1080P 240Hz LED television (valued at \$1900); 16' Monster M2000 HyperSpeed HDMI Cable (valued at \$350); Monster Clarity HD Model One speakers (valued at \$750); Two (2) Monster iSport In-Ear Headphones (valued at \$360); Monster HDP 1800 HD Power Center (valued at \$350); Monster Flat Screen Articulating Wall Mount (valued at \$400); Monster Digital Life PowerNet 300 (valued at \$160). Prizes will not be replaced if lost or stolen, are not transferable and are not redeemable for cash. All taxes are responsibility of the winner and winner will be required to return a completed IRS W-9 form to Sponsor. No substitutions allowed. ARV of prize may vary depending retailer. 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.
- 8. GENERAL RULES:** By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects. Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the

administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sweepstakes Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Sweepstakes or in any activity or travel related thereto or from any interaction with, or downloading of, computer Sweepstakes information.

9. **PARTICIPANT OBLIGATIONS:** By participating in the Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor. Except where prohibited, the potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within five (5) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, potential winner forfeits the prize and an alternate entrant will be selected in her place in a random drawing of all entries received. By accepting the prize, the winner agrees to release and hold NEWEGG, Monster, Inc., Partner(s) and their agents, subsidiaries and affiliates harmless from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Sweepstakes or receipt or redemption of the prize. The winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Sweepstakes or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of California without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of California.
10. **RULES/WINNERS' LIST REQUESTS:** To obtain a copy of these Official Rules or for notification of the winners, send a self-addressed stamped envelope to: NEWEGG Monster HyperSpeed HDMI Fan Cave Sweepstakes Official Rules/Winners List Request, 75 Gorge Road, Edgewater, NJ 07020. Requests for winners' lists must be received within three months after the end of the Sweepstakes Period.
11. **SPONSOR:** NEWEGG, 16839 E. Gale Avenue, City of Industry, CA 91745, SPONSOR: Monster, Inc. 455 Valley Drive, Brisbane, CA 94005.