

**DRIVE SMART SWEEPSTAKES
OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

The Sweepstakes begins at 12:01AM Pacific Time (“PT”) on November 19, 2009 and ends at 11:59PM PT on December 23, 2009 (“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 and in the States of Florida, New York and Rhode Island.

The Sweepstakes is open only to legal residents of the United States and the District of Columbia except where void, age 18 or older who possess a current, valid United States driver’s license 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. The value of the Grand Prize and Weekly Prize packages may be taxable as income. Upon receipt of the prize, Prize Winner is required to comply with any and all applicable federal, state and local tax that becomes due with respect to the prize.

HOW TO ENTER: To enter, visit 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/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.

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.

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 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 PROSECUTE ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

PRIZES AND ODDS OF WINNING:

Week 1 drawing – one (1) PRIZE winner will receive (Total ARV \$419.98):

- **one (1) \$200 Newegg Gift card** (ARV \$200.00)
- **one (1) Western Digital My Passport Elite 320GB Charcoal Portable Hard Drive (WDBAAC3200ACH-NESN)** (ARV \$109.99)
- **one (1) Western Digital WD TV HD Media Player (WDAVN00BN)** (ARV \$109.99)

Week 2 drawing – one (1) **PRIZE** winner will receive (Total ARV \$519.98):

- one (1) **\$300 Newegg Gift card** (ARV \$300.00)
- one (1) **Western Digital My Passport Elite 320GB Charcoal Portable Hard Drive (WDBAAC3200ACH-NESN)** (ARV \$109.99)
- one (1) **Western Digital WD TV HD Media Player (WDAVN00BN)** (ARV \$109.99)

Week 3 drawing – one (1) **PRIZE** winner will receive (Total ARV \$629.98):

- one (1) **\$400 Newegg Gift card** (ARV \$400.00)
- one (1) **Western Digital My Passport Elite 500GB Metallic Red Portable Hard Drive (WDBAAA5000ARD-NESN)** (ARV \$119.99)
- one (1) **Western Digital WD TV HD Media Player (WDAVN00BN)** (ARV \$109.99)

Week 4 drawing – one (1) **PRIZE** winner will receive (Total ARV \$1,739.96):

- one (1) **Sony Bravia 40” 16:9 1080p LCD HDTV (KDL-40S5100)** (ARV \$799.99)
- one (1) **\$500 Newegg Gift card** (ARV \$500.00)
- one (1) **Western Digital 1TB My Book World Edition Network Hard Drive (WDH1NB10000N)** (ARV \$179.99)
- one (1) **Western Digital WD TV Live Network-Ready HD Media Player (WDBAAN0000NBK-NESN)** (ARV \$139.99)
- one (1) **Western Digital My Passport Elite 500GB Metallic Red Portable Hard Drive (WDBAAA5000ARD-NESN)** (ARV \$119.99)

Week 5 drawing – one (1) **PRIZE** winner will receive (Total ARV \$2,139.96):

- one (1) **Sony Bravia 46” 16:9 1080p LCD HDTV (KDL-46S5100)** (ARV \$1,199.99)
- one (1) **\$500 Newegg Gift card** (ARV \$500.00)
- one (1) **Western Digital 1TB My Book World Edition Network Hard Drive (WDH1NB10000N)** (ARV \$179.99)
- one (1) **Western Digital WD TV Live Network-Ready HD Media Player (WDBAAN0000NBK-NESN)** (ARV \$139.99)
- one (1) **Western Digital My Passport Elite 500GB Metallic Red Portable Hard Drive (WDBAAA5000ARD-NESN)** (ARV \$119.99)

GRAND PRIZE (Week 5 drawing) – one (1) **PRIZE** winner will receive (Total ARV \$17,139.96):

- one (1) **2009 Smart fortwo pure coupe 2dr Hatchback** (ARV \$15,000) Grand Prize Winner is solely responsible for paying all costs and expenses not expressly set forth herein, including without limitation, taxes, vehicle licensing and registration fees, and insurance. The ARV of the Grand Prize is subject to change based on current market conditions at the time of prize fulfillment. (Prize is offered solely by Sponsor. Smart USA is not associated with this promotion.)
- one (1) **Sony Bravia 46” 16:9 1080p LCD HDTV (KDL-46S5100)** (ARV \$1,199.99)
- one (1) **\$500 Newegg Gift card** (ARV \$500.00)
- one (1) **Western Digital 1TB My Book World Edition Network Hard Drive (WDH1NB10000N)** (ARV \$179.99)
- one (1) **Western Digital WD TV Live Network-Ready HD Media Player (WDBAAN0000NBK-NESN)** (ARV \$139.99)
- one (1) **Western Digital My Passport Elite 500GB Metallic Red Portable Hard Drive (WDBAAA5000ARD-NESN)** (ARV \$119.99)

Total approximate retail value (“ARV”) of all prizes offered: \$22,589.82. Entries and prizes are nontransferable. Prize restrictions may apply per the prize provider issuing the prize. 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 Entry Period.

WINNER SELECTION: The Grand Prize Winner will be selected in a random drawing conducted on December 24 from among all eligible entries received which have not previously been drawn in a weekly prize drawing. Weekly Prize Winners will be selected in random drawings on November 27, December 4, December 11, December 18, and December 24 from among all entries received prior to the drawing date and within the Sweepstakes Period. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. The potential winners will be notified by the Sponsor by telephone (if available) or 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. If such notification is undeliverable or no response is received by Sponsor from the potential prize winner within seven (7) 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. 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 a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form and a completed IRS W-9 form within seven (7) business days of the date of issuance of such documents. Potential prize winner's failure to return all required forms in this seven (7) 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.

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 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.

Winners 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. 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. 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 Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, 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 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 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.

DISPUTES: Entrants (but if deemed a minor in the jurisdiction in which he or she resides, 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.

PRIVACY: All information collected by Sponsor in connection with the Entries will be subject to Sponsor's Privacy Policy available at the Website.

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 January 24, 2009, to: Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify "Drive Smart Winners List or Official Rules".

SPONSOR: Newegg Inc., 16839 E. Gale Avenue, City of Industry, CA 91745 ("SPONSOR").