

## **HAVE MOE FUN SWEEPSTAKES OFFICIAL SWEEPSTAKES RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. MANY MAY ENTER, FEW WILL WIN.**

The Sweepstakes begins at 12:01AM Pacific Time (“PT”) on July 1, 2012 and ends at 11:59PM PT on July 31, 2012 (“Sweepstakes Period”), after which time the Sweepstakes will be closed and no further Entries (defined below) shall be accepted. Sponsor’s computer is the official time keeping device for the Sweepstakes. 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.** The Sweepstakes is open only to legal residents of the 49 United States and the District of Columbia (Rhode Island excluded), age 21 or older at the time of entry (“Entrant”). Employees, directors and officers of Sponsor, its licensors and prize providers, Twentieth Century Fox Home Entertainment LLC (“Fox”) and each of their promotion agencies, including without limitation Imagination Marketing Systems Limited 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.

**HOW TO ENTER:** 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/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:**

**One (1) GRAND PRIZE winner will receive a trip for three (3) to New York City, consisting of:**

- Roundtrip coach airfare for winner and winner’s 2 guests between the major gateway airport nearest winner’s residence and New York City

- 3 nights for winner and winner's 2 guests in one room at a four-star hotel selected by Sponsor in its discretion near Times Square, including breakfast
- A 2-hour Stooges-themed comedy class (not available in September 2012 or 2013)
- Ground transportation in New York between airport and hotel, and hotel and comedy class
- 3 tickets to an evening performance of an improvisational comedy show

(Approximate Retail Value ("ARV") of Grand Prize package \$3,840.00. Grand Prize value will vary depending on time of year trip is taken, fare changes and departure city)

**Twenty-Five (25) RUNNER-UP PRIZE winners will each receive one (1) DVD of the motion picture, "The Three Stooges" (2012) (ARV \$29.98 each)**

Total approximate retail value ("ARV") of all prizes offered: \$4,589.50. 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.

**SPECIAL TERMS REGARDING TRAVEL:**

- Accommodation is based on 2 adults sharing a double or twin room or a family of 4 sharing a family room
- Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
- Individual supplier terms and conditions apply.
- Winners are able to extend their trip at their own expense.
- Once a booking is confirmed, any name or date changes must be made in writing.
- Where name or date changes, are possible winners will incur an administration charge of \$40 USD per change plus any additional supplier costs.
- Prize cannot be taken over Christmas, New Years, Valentine's Day, school holidays or public holidays in the United States.
- Winner's requested departure date must have a minimum of 60 days notice after completion of their winner form unless stated otherwise.
- No refunds for unused prizes.
- Prizes are not transferable.
- Winners should allow up to one calendar month for their prize to be confirmed.
- Imagination Marketing Systems Limited will liaise directly with competition winners once their details have been announced.
- Winners must have access to a personal email account on the Internet.
- Winner will need a credit/debit card for the security deposit in order to check in.
- Travel insurance will be supplied to each winner under the age of 60 before departure & with no pre-existing medical conditions, in this instance Imagination Marketing Systems Limited will give the winner an allowance of \$40 USD per person towards the cost of purchasing travel insurance.

**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 Sponsor. 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, if applicable, 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.

All prizes offered are being provided "as is" with no warranty or guarantee by Sponsor or Fox, 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.

All expenses not specifically stated as being included in Grand Prize are excluded, including but not limited to: additional transportation, incidental expenditures, gratuities, telephone calls and all other expenses and taxes, including any income tax, are not included and are the responsibility of the winner. Grand Prize winner and his or her travel companions are responsible for obtaining and possessing all necessary travel documents, including visas and valid passports, if and as applicable. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Grand Prize winner's travel companions must be at least 21 years of age. Prize must be taken before May 13, 2013. Travel is subject to capacity controls, availability and blackout dates (including over Christmas, New Year, Easter and public holidays) and certain other restrictions may apply for travel, which may include a Saturday night stay, all of which are subject to change. Specific air carrier(s), hotel(s) and all details and specifics of prize travel is at the sole discretion of the Sponsor or its designee(s). Grand Prize winner and his or her travel companions will be required to travel on identical itineraries including the same departure date, cities of origination and destination and return date. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and no frequent flier miles will be earned on any element of prize travel. Prize conditions may be added or modified by Sponsor. Released Parties are not responsible for any changes of any element of Grand Prize travel and Released Parties are not liable for any expenses incurred as a consequence of flight cancellation or flight delays. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Neither Sponsor nor Fox will replace any lost or stolen tickets, travel vouchers or certificates. No stopovers are permitted on tickets issued as a prize; if a stopover occurs, the prize will terminate and full fare will be charged from the stopover point for the remaining trip segments, including the return. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Trip is non-transferable, non-refundable, may not be sold and has no refund value and

airline tickets must be used on the carrier ticketed and cannot be used on any other airline. An unclaimed and/or unused prize will remain the property of Sponsor or its designee. Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in the Official Rules.

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](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 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.

No more than the stated number of prizes will be awarded. If, as a result of error relating to the entry process, drawing or any other aspect of the Sweepstakes, there are more selected winners than contemplated in these Official Rules, there will be a random draw among all eligible selected winners after the Sweepstakes Period to award the correct number of prizes.

Fox is a prize provider only and is not responsible for any other aspect of the Sweepstakes, including but not limited to the collection, submission, processing or judging of entries, the administration of the Sweepstakes, or selection of winners.

**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 and/or Fox 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.

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

**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 Sponsor 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.

**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 30 days from end date, to: Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify "Have Moe Fun Sweepstakes Winners List or Official Rules".

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