

## **YOUR TECH #BUILTBYNEWEGG CONTEST OFFICIAL CONTEST RULES**

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

The Your Tech #BuiltByNewegg Contest (“Contest”) begins at 12:01AM Pacific Time (“PT”) on **May 15, 2015** and ends at 11:59PM PT on **July 19, 2015** (“Contest Period”). The Contest 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 Contest is open only to legal residents age 18 or older in the United States and the District of Columbia (“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 Contest and their respective parent companies, subsidiaries and affiliates (“Contest 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 Contest. 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. Entries submitted after the close of the Contest Period or each Contest Week (as defined below) will not be judged and will not be eligible for prizes.

**HOW TO ENTER:** There are multiple ways to enter. During each week (Friday 12:01AM PT to Thursday 11:59PM PT) (“Contest Week”) within the Contest Period, Entrants will be eligible to upload a photo(s) (each uploaded photo, an “Entry”) of product(s) purchased at [www.newegg.com](http://www.newegg.com) and/or how Newegg product(s) previously purchased were used to match a theme to be announced by Sponsor at the beginning of each Contest Week. Photos submitted during a particular Contest Week shall only be eligible for entry into such Contest Week. Photos which were submitted during a previous Contest Week and which were not selected as a winning entry may be re-submitted in a subsequent Contest Week. Any such resubmission must be done by the Entrant; previous Entries are not automatically entered into subsequent Contest Weeks. Photos may be uploaded by 1) posting a photo(s) on the Newegg Facebook page (facebook.com/newegg) with the hashtag #BuiltByNewegg, 2) posting a photo(s) on Twitter and including the handle @Newegg plus the hashtag #BuiltByNewegg, or 3) posting a photo(s) on Instagram and including the handle @Newegg plus the hashtag #BuiltByNewegg. To submit a photo, the Entrant must be a registered member of Facebook, Twitter, or Instagram. There is no limit as to the number of Entries that may be submitted by an Entrant during a Contest Week or during the Contest 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.

**QUALIFYING PHOTO:** A “Qualifying Photo” is defined as a photo submitted by an Entrant that meets the criteria set forth in the Photo Requirements section of these Official Rules and shows what you either purchased at Newegg or what you did with products purchased at Newegg.

Sponsor shall have sole discretion in determining whether a submitted video meets the Photo Requirements. Acceptance and posting of your photo submission does not necessarily mean that your photo submission is eligible for and entered into the Contest.

**PHOTO REQUIREMENTS:** To be eligible to enter the Contest, and submit your photo to participate in the Contest, you warrant and represent that your Entry (also referred to as “Photo”):

1. Is and contains only your original work and does not contain images, music, words, ideas, choreography or direction of any other person, unless you have explicit written permission to use the same for this Contest and which complies with these Official Rules in the sole discretion of Administrator;
2. Does not violate or infringe any third party’s intellectual property or personal rights, including without limitation, copyright, trademark, right of publicity, right of privacy, moral rights, or trade secrets, and must not in any way violate any applicable laws or regulations;

3. Does not contain any content or performance that is sexually explicit, offensive, illegal, pornographic or obscene;
4. Does not contain libelous, slanderous or defamatory materials or statements, including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, gender, ethnicity, national origin, religion, sexual orientation or socio-economic group;
5. Does not include threats or incitement of violence, or anything that may be construed as hateful or derogatory to any person, entity, group or business.
6. Does not contain any commercial content that promotes any product or service or contain or reference any third party names (including but not limited to URLs or hyperlinks), logos, service marks or trademarks, trade names or trade dress;
7. Has not been previously submitted to any other website or entered in any competition or contest;
8. Does not contain or depict any of the following, whether through words or imagery:
  - Gratuitous violence, guns or other imagery or gestures of weapons resulting in injury or death. Violence may not be used to stimulate the audience or to invite imitation, nor may it be shown or offered as an acceptable solution to problem or conflict.
  - License plates, phone numbers, personal addresses (whether physical or email) or any other personally-identifiable information.
  - Alcohol or drug use or product images;
  - Offensive or abusive language or imagery of any kind;
  - Conduct or activities in violation of these Official Rules;
  - Any other content, display, materials and/or images that is or may be considered inappropriate, unsuitable or offensive, as determined in the sole discretion of Administrator.

**LICENSES:** By submitting a Photo, you hereby grant to Sponsor, its licensees, distributor, agents, representatives and other authorized users, a perpetual, exclusive, irrevocable, royalty-free, sub-licensable, and transferrable (in whole or in part) license throughout the universe under all copyright, trademark, patent, trade secrets, moral and privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works, perform, and otherwise exploit such Photo, in whole or in part, in all media formats now known or hereafter devised (including on Newegg sites, on third party websites, on broadcast and cable networks and stations, on broadband and wireless platforms, and on physical media) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. By submitting a Photo, you represent and warrant that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit all elements of the Photo in all manners contemplated by these Official Rules.

**PRIZES AND ODDS OF WINNING:**

**One (1) CONTEST WEEK PRIZE** winner will receive:  
**One (1) \$50 Newegg Gift Card (ARV \$50.00)**

Total approximate retail value (“ARV”) of all prizes offered: \$400.00.

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 Contest Period.

**WINNER SELECTION:** All Qualifying Photos received during the Contest Period will be judged by a panel of judges comprised of Newegg Marketing representatives (“Judging Panel”). The Judging Panel will choose the best Photo submissions and award prizes accordingly. In choosing the winning photos, the Judging Panel will

base its decision on originality, creativity, description of Newegg, reflection of Newegg's strong suits, technical execution and overall appeal. Each week's winner will be announced on the Newegg blog at ([www.blog.newegg.com](http://www.blog.newegg.com)) on the first Friday following each Contest Week. The decisions of the Judging Panel and Sponsor are final and binding in all matters relating to this Contest. The potential winners will be notified by the Sponsor by telephone (if available) or email and by publication of the names of the winners on the Newegg blog. 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. 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 may be selected. Potential prize winner will be required to execute and return a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form. 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. There shall be no allocation of prizes based on the state of residence of the eligible Entrants

**GENERAL CONDITIONS AND RELEASES:** An entrant or winner may be disqualified from the Contest if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of Sponsor.

Contest 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 Contest. 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 CONTEST 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.

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 Entry will be rejected and result in the disqualification of the Entrant from the Contest.

Winners will be responsible for all taxes (including but not limited to federal, provincial, territorial, local and/or income) on the prize. In the event Sponsor is required to report the value of a winner's prize to any U.S. authorities, each Entrant agrees to the disclosure of such information and agrees to complete any form required by law in connection with such disclosure. If a winner refuses to complete any such form required by law or refuses to provide his/her Social Insurance number if required by law, 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, 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 may be selected.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or if infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other act, in the opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Contest. 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 Contest after a suspension, the determination of the prize winners 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 Contest 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 Contest and any element or activity thereof, Entrant's participation, entry or inability to participate or enter the Contest, 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 Contest, 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 Contest.

Released Parties shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the Contest 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 Contest, 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 Contest 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 Contest 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 Contest 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 Contest, 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 Contest, 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 Contest. 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.

**ACKNOWLEDGEMENT AND RELEASE OF FACEBOOK, INSTAGRAM, AND TWITTER: ENTRANT ACKNOWLEDGES THAT THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, OR TWITTER. ALL ENTRY INFORMATION IS BEING PROVIDED TO SPONSOR AND NOT TO FACEBOOK, INSTAGRAM, OR TWITTER. ENTRANT RELEASES AND FOREVER DISCHARGES FACEBOOK, INSTAGRAM, AND TWITTER 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 HARD 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 ENTRANT MAY NOW HAVE OR MAY HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, COMMERCIAL APPROPRIATION OR NAME AND LIKENESS, INFRINGEMENT OF COPYRIGHT OR VIOLATION OR MORAL RIGHTS OR ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY OF THE RIGHTS GRANTED BY ENTRANT TO THE SPONSOR.**

**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 July 31, 2015, to: Newegg Inc., 17560 Rowland Street, City of Industry, California 91748. Specify "Your Tech #BuiltByNewegg Winners List or Official Rules".

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