

“Newegg’s First Video Contest” – Official Rules

Please read the Official Rules and Regulations (“Official Rules”) of the “Newegg’s First Video Contest” (“Contest”). You must agree to accept and comply with the Official Rules to participate in the Contest. 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.

CONTEST DESCRIPTION: The Contest begins at 12:00:01 PM Pacific Standard Time (“PST”) on March 28, 2008. The deadline for entry submissions to participate in the Contest ends at 11:59:59 PM PST on May 25, 2008 or upon the receipt of one thousand (1,000) entries, whichever occurs first (“Contest Period”).

ELIGIBILITY: The Contest is open only to legal residents of the United States and District of Columbia (“U.S.”) who are at least fourteen years of age on the date of the Contest entry submission (“Entrant”). If you have not reached the legal age of majority in your jurisdiction of residence at the time of entry, you must have your parent’s or legal guardian’s knowledge and consent to enter the Contest. 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 Contest (collectively the “Contest Entities”) are not eligible. The Contest is void in Puerto Rico, and other U.S. Commonwealths, Territories and jurisdiction (including overseas military installations). The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

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

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

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: (a) agrees to and accepts these Official Rules (including Sponsor’s and/or Administrator’s interpretation of the Official Rules) and the decisions of the Sponsor and/or the Administrator, which are final and binding in all matters relating to the Contest; (b) agrees to release and hold harmless Sponsor/Administrator and its respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damages relating to or arising out of participation in this Contest and/or the use or misuse or redemption of prizes awarded or to be awarded as part of the Contest, including but not limited to any claims based on publicity rights, defamation, invasion of privacy, copyright infringement,

trademark infringement, any other cause of action relating to intellectual property infringement or otherwise concerning impairment of a third party's proprietary right(s); and (c) acknowledges compliance with these Official Rules.

Winning any prize in this Contest is contingent upon fulfilling all requirements and satisfying all conditions set forth herein.

VIDEO REQUIREMENTS: To be eligible to enter the Contest, your video must meet the following requirements. By submitting your video to participate in the Contest, you represent that your video meets these requirements (any video you submit is referred to as a "Video" or "Videos"):

1. It must be at least thirty (30) seconds but no longer than sixty (60) seconds in total running time;
2. It cannot exceed 100 MB in size.
3. It may only be in the following video formats: .wmv, .avi, .mpg, .mpeg.
4. If it contains music, you must have a license to use the music in your Video or otherwise have written authorization to use the music in Your Video;
5. It must be your original work and must 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;
6. It must not violate or infringe any third party's rights, including but not limited to, copyright, trademark, right of publicity, right of privacy or trade secret, and must not in any way violate any applicable laws or regulations;
7. It must not contain any content or performance that is sexually explicit, offensive, illegal, pornographic or obscene;
8. It must 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;
9. It must not include threats or incitement of violence to any person, entity, group or business.
10. It must not contain anything that may be construed as hateful or derogatory to any person, entity, group or business.
11. It must 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;
12. It must not have been previously submitted to any other website or entered in any competition or contest;
13. It must meet the requirements of these Official Rules, as determined in the sole discretion of Administrator.
14. It must 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 e-mail) or any other personally-identifiable information.
- Hard liquor use or product images;
- Illegal drug or alcohol use or abuse;
- Offensive or abusive language or imagery of any kind, as determined in the sole discretion of Administrator;
- 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.

15. It must be about Newegg and not specific products offered by Newegg. Possible video content can include, but is not limited, to the following:

- Share your customer services experiences;
- Talk about Newegg's fast shipping;
- Talk about Newegg's great pricing and overall product selection;
- Share your experience about an event organized by Newegg (e.g., Lanfest);
- Tell us why you use Newegg;
- Tell us how long you have been a customer of Newegg;
- Describe why you are loyal to Newegg.

HOW TO ENTER: To enter the Contest, visit www.newegg.com (the "Website") during the Contest Period, submit a Qualifying Video (as defined below) with the required contact information ("Entry") and submit the completed Entry as directed. Only the first one thousand (1,000) eligible Entries will be accepted for judging. In the event the Administrator does not receive 1,000 entries, then ALL ENTRIES MUST BE RECEIVED BY NO LATER THAN 11:59:59 PM PST on May 25, 2008. Entries submitted after the close of the Contest Period will not be judged and will not be eligible for prizes. To submit a Video, the Entrant must be a registered member of newegg.com. Limit: One (1) entry per person or email address during the Contest Period. In the event more than one (1) Entry is received from any one person or email address during the Contest Period, the first Entry processed during the Contest Period will be considered the only valid entry received for that Contest 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. Sponsor/Administrator 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.

A “Qualifying Video” is a video submitted by an Entrant that meets the criteria set forth in the Video Requirements section of these Official Rules. Administrator shall have sole discretion in determining whether a submitted video meets the Video Requirements. Acceptance and posting of your video submission on the Website does not necessarily mean that your video submission is eligible for and entered in the Contest.

By submitting your Video for the Contest, you grant to Sponsor and its respective affiliates a perpetual, royalty-free license (with the right to sublicense) to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in time related to visual elements, and/or any portions or excerpts thereof and/or otherwise exploit the submitted Video (subject to the rights of Sponsor in any elements included therein) in any manner, an unlimited number of times, in any and all media whether now known or hereafter devised, throughout the world, in perpetuity including, but not limited to, the right to make any and all uses thereof, or for purposes of advertising or trade without notice and without any compensation, royalty, accounting, liability or obligations of any kind to you.

WINNER SELECTION: One (1) Grand Prize Winner, one (1) First Prize Winner, two (2) Second Prize Winners, one (1) Third Prize Winner, two (2) Fourth Prize Winners, one (1) Fifth Prize Winner, one (1) Sixth Prize Winner, three (3) Seventh Prize Winners, one (1) Eighth Prize Winner, and seven (7) Honorable Mention Winners will be awarded prizes.

All Qualifying Videos received during the Contest Period will be judged by a panel of judged comprised of Newegg representatives (“Judging Panel”). The Judging Panel will choose the top twenty video submissions and award prizes accordingly. In choosing the winning videos, the Judging Panel will base its decision on originality and creativity, description of Newegg, reflection of Newegg’s strong suits, technical execution and overall appeal. The winners will be announced on the Website on or about June 11, 2008.

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. 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.

PRIZES:

ONE (1) GRAND PRIZE WINNER / APPROXIMATE RETAIL VALUE (ARV):

One (1) Westinghouse 37" LCD HDTV (ARV \$879.99) (total Grand Prize ARV \$879.99). Also, the Grand Prize Winner's video may be aired as a commercial on cable television. **For sake of clarity and avoidance of doubt, Administrator reserves all right and discretion in deciding whether or not to broadcast the video as a commercial. Sponsor/Administrator makes no representation, promise or guarantee of any kind whatsoever that the video will be aired as a commercial.**

ONE (1) FIRST PRIZE WINNER:

One (1) Viewsonic 28" LCD display, Model # VX2835WM (ARV \$674.99) (total First Prize ARV \$674.99).

TWO (2) SECOND PRIZE WINNERS:

One (1) Kingston HyperX 4GB (2x2GB) 240-pin DDR2 SDRAM DDR2 800 (PC2 6400) Dual Channel Kit Desktop Memory and one (1) AMD Phenom Black 9600 Agena 2.3GHz 4 x 512KB L2 Cache 2MB L3 Cache Socket AM2+59W Quad-Core Processor (ARV \$524.98) (total Second Prize ARV \$1,049.96).

ONE (1) THIRD PRIZE WINNER:

One (1) Corsair Dominator 2GB (2x1GB) 240-Pin DDR2 SDRAM DDR2 1250 (PC2 10000) Dual Channel Kit Desktop Memory (ARV \$469.00) (total Third Prize ARV \$469.00).

TWO (2) FOURTH PRIZE WINNERS:

One (1) Kingston HyperX 4GB (2x2GB) 240-Pin DDR2 SDRAM DDR2 800 (PC2 6400) Dual Channel Kit Desktop Memory (ARV \$284.99) (total Fourth Prize ARV \$569.98).

ONE (1) FIFTH PRIZE WINNER:

One (1) Altec Lansing T612 powered audio system (ARV \$199.00) (total Fifth Prize ARV \$199.00).

ONE (1) SIXTH PRIZE WINNER:

One (1) Altec Lansing inMotion Portable Audio System 600 Model iM600 (ARV \$199.00) (total Sixth Prize ARV \$199.00).

THREE (3) SEVENTH PRIZE WINNERS:

One (1) G. Skill 4GB (2x2GB) 240-Pin DDR2 SDRAM DDR2 1066 (PC2 8500) Dual Channel Kit Desktop Memory (ARV \$169.99) (total Seventh Prize ARV \$509.97)

ONE (1) EIGHTH PRIZE WINNER:

One (1) Viewsonic 8” digital frame (ARV \$149.00) (total Eighth Prize ARV \$149.00).

SEVEN (7) HONORABLE MENTION WINNERS:

One (1) Newegg swag bag, containing the following: 1 Newegg bag, 2 Newegg T-shirts, 2 Newegg lanyards, 2 cups, 2 light keychains, 1 hat, 3 pads of sticky notes. (ARV \$50.00) (total Honorable Mention Prizes ARV \$350.00)

Total ARV of all prizes is \$5,050.89.

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 Contest 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

Contest Entities sponsorship or administration of the Contest; 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 Contest 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 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 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 Contest 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 Contest, Administrator 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. If the Sponsor decides to reconvene the Contest 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 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.

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>. By submitting your Video for participation in the Contest, you are agreeing to these Official Rules as well as the terms of the Newegg Privacy Policy.

WINNER / RULES: For the name of the Contest 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 “ ‘Newegg’s First Video Contest’ Winners List” or “ ‘Newegg’s First Video Contest’ Official Rules” on your request. Requests must be received by July 11, 2008.