

**THE GAMER LOUNGE: MICROSOFT XBOX SERIES S GIVEAWAY
OFFICIAL SWEEPSTAKES RULES
(U.S. & CANADA)**

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

The Gamer Lounge: Microsoft Xbox Series S Giveaway (“**Sweepstakes**”) begins at 9:00 AM Pacific Time (“**PT**”) on **February 8, 2023** and ends at 9:00 AM PT on March 8, 2023 (“**Sweepstakes Period**”). Sponsor’s computer is the official clock for the Sweepstakes. The Sweepstakes is subject to these official rules (the “**Official Rules**”), and by entering, Entrant (as defined below) agrees to be bound by them.

ELIGIBILITY: Void where prohibited by law. Unless otherwise provided herein, the Sweepstakes is open only to legal residents of the 49 United States and the District of Columbia (Rhode Island excluded), age 18 or older and Canada who are at least the legal age of majority in the province or territory in which they reside, but in any event no less than 18 years of age (“**Entrant**”). **THIS SWEEPSTAKES IS VOID IN THE PROVINCE OF QUEBEC, AND LEGAL RESIDENTS OF QUEBEC ARE NOT ELIGIBLE TO ENTER.** 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.

HOW TO ENTER: To enter, visit www.newegg.com (the “**Website**”) during the Sweepstakes Period, vote on which Newegg Studios Gamer will win the challenge on their show “The Gamer Lounge”, and complete the online entry form through GLEAM with the required information (“**Entry** or, if multiple submissions are allowed and submitted, collectively the “**Entries**”) and submit the completed Entry or Entries as directed. Entrant’s must predict the correct Gamer of the “The Gamer Lounge” show to be eligible for the grand prize. All email addresses submitted as part of an Entry shall automatically be opted-in to receive the Newegg newsletter. If you would like to stop receiving such promotional emails, please refer to the opt-out provisions within that email. **ALL ENTRIES MUST BE RECEIVED BY THE SWEEPSTAKES DEADLINE.** Limit: Seven (7) Entries per person/email address during the Sweepstakes Period. You may submit a maximum of seven (7) Entries in a single day. In the event more than seven (7) Entries are received from any one person/email address during the Sweepstakes Period, the first seven (7) Entries processed will be considered the only valid Entries received for the Sweepstakes Period. All Entries become the sole property of the Sponsor and none will be returned for any reason.

No copies, facsimiles or mechanical reproductions of Entries will be accepted. Sponsor expressly reserves the right to disqualify any Entry, in its sole discretion, that appears to be generated by a so-called “spam” or automated e-mail program or via scripts and automated submission.

PRIZES AND ODDS OF WINNING:

THREE(3) GRAND PRIZE winner will receive:

- One (1) Microsoft Xbox Series S (ARV \$249.00)

Total approximate retail value (“ARV”) of grand prize offered: **\$249.00**

Total ARV of ALL prizes offered: (\$747.00).

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 Sweepstakes Period.

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 Administrator at Sponsor’s offices located at 17560 Rowland Street, City of Industry, California USA. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. The Administrator will announce the winners by publication on Newegg’s YouTube channel (<https://www.youtube.com/neweggtv>) If such notification is undeliverable or no acknowledgement is received by the Administrator 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 an 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. There shall be no allocation of prizes based on the province or territory of residence of the entrants. ***FOR CANADA RESIDENTS: Each selected winner resident will be required to correctly answer a time-limited skill testing question without assistance in order to be eligible to receive a prize or such prize will be forfeited.***

LICENSES AND REPRESENTATIONS: By submitting an Entry, you hereby grant Sponsor and Supporting 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 Entry, in whole or in part, in all media formats now known or hereafter devised (including on Sponsor 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 an Entry, 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 Entry in all manners contemplated by these Official Rules.

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.

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 Entrant'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.

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 Sweepstakes.

Winners will be responsible for all insurance and taxes (including but not limited to federal, provincial, state, territorial, local and/or income) on the value of the prize awarded. UNITED STATES RESIDENTS: Any United States resident to whom a prize is awarded will be required to provide his or 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. CANADIAN RESIDENTS: In the event Sponsor is required to report the value of a Canadian Winner's prize to any Canadian or 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 Canadian 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 or Supporting 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 its sole discretion, to substitute a prize of equal or greater monetary value or cash value for any prize.

A prize will be distributed within thirty (30) calendar days after the winner of such prize has been successfully contacted, has successfully completed the winner verification process set forth in these Official Rules and has fulfilled all other requirements of these Official Rules. A prize winner who fails to take delivery of his or her prize within thirty (30) calendar days after such prize is first deposited in the mail or

delivered to a shipping company for delivery shall be disqualified and such prize shall be forfeited. Any prize returned as undeliverable will result in disqualification and an alternate winner may be selected.

Sponsor's 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 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 these Sweepstakes, 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 Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted on the Websites. If the Sponsor decides to reconvene the Sweepstakes 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 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.

DISPUTES: Entrant (but if deemed a minor in the jurisdiction in which he or she resides, Entrant's parent or legal guardian), agrees that any and all disputes, questions concerning 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, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be governed and resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles County, in the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of California. However, if a court of competent jurisdiction determines that venue is not appropriate in Los Angeles, California, U.S.A., then jurisdiction and venue will be with the appropriate court located Toronto, Ontario, Canada, if applicable. Entrant further agrees that 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 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 FOREGOING MAY NOT APPLY TO YOU.** If applicable, for Canada, in the event of any discrepancy or inconsistency between the English language version of these Official Rules and the French language version of these Official Rules, if any, the English language version shall govern and control. The parties hereto have agreed that this Sweepstakes be drawn up in the English language and no translation will be binding or enforceable. Les parties aux presentes ont exige que ce contrat soit redige dans la langue anglaise seulement.

PRIVACY/USE OF PERSONAL INFORMATION: All information collected from entrants is subject to Sponsor's privacy policy <https://kb.newegg.com/knowledge-base/privacy-policy-newegg/> ("**Privacy Policy**"). This Privacy Policy applies to sweepstakes we may administer online including through Twitter, Instagram, or other social media or digital platforms. You should carefully review the Official Rules of any sweepstakes or contest in which you participate. You may also review the policies of the social media platforms on which any of our sweepstakes or contests may run, such as Twitter or Instagram, as they may contain additional important and applicable information about their data practices.

To participate in online sweepstakes, we may require online registration and request that you provide us with personally identifiable information such as a username and password. We will use the information you provide us for purposes including administering the sweepstakes and purposes disclosed at the time of registration. We may share this personally identifiable information with third party sponsors of such sweepstakes, contests, raffles, and promotions (irrespective of whether it is hosted by us), or otherwise in accordance with the rules applicable to such sweepstakes, contest, raffle, or promotion.

If applicable, for Canada residents, in addition to abiding by the Privacy Policy discussed above, each Entrant acknowledges and agrees that, in the event these Sweepstakes are deemed subject to Quebec law, Sponsor may furnish to the Regie des alcools, des courses et des jeux in Quebec, the name and address of each winner of a Sweepstakes prize worth more than CAD \$100.00, along with the value of the prize received by that winner.

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.

ACKNOWLEDGEMENT AND RELEASE OF NON-SPONSOR ENTITIES: ENTRANT ACKNOWLEDGES THAT THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH YOUTUBE. ALL ENTRY INFORMATION IS BEING PROVIDED TO SPONSOR AND NOT TO YOUTUBE. ENTRANT RELEASES AND FOREVER DISCHARES YOUTUBE 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 thirty (30) days after the end of the Sweepstakes Period to: Newegg Inc., 17560 Rowland Street, City of Industry, California 91748, specify “**The Gamer Lounge: Microsoft Xbox Series S Giveaway Winners List or Official Rules**”.

SPONSOR: Newegg Inc., 17560 Rowland Street, City of Industry, CA 91748 (the “Sponsor”); Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052 (the “Supporting Sponsor”).

ADMINISTRATOR: Sponsor’s employee is responsible for managing and overseeing the proper management of the Sweepstakes, including notification of potential winners and delivering prizes; they can be reached at sweepstakes@newegg.com.