

# OCULUS FITNESS CHALLENGE WITH NICK SYMMONDS CONTEST

## OFFICIAL CONTEST RULES (U.S. & CANADA)

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

The **Oculus Fitness Challenge with Nick Symmonds** (“Contest”) begins at 9:00AM Pacific Time (“PT”) on **December 8, 2021** and ends at 11:59 PM PT on **January 9, 2022** (“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.** Unless otherwise provided herein, the Contest 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 CONTEST 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 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.

**HOW TO ENTER:** To enter the Contest for the Grand Prize, Second Place Prize, and Third Place Prize, visit **www.newegg.com** (the “Website”) during the Contest Period, complete the online entry form through GLEAM with the required information (“Qualifying Submission” (as defined below) or, if multiple submissions are allowed and submitted, collectively the “Qualifying Submissions”) and submit the completed Qualifying Submission or Qualifying Submissions as directed. **ALL QUALIFYING SUBMISSIONS MUST BE RECEIVED PRIOR TO THE END OF THE CONTEST PERIOD.** Limit: seven hundred and eighty-three (783) Qualifying Submissions per person/email address during the Contest Period. You may submit a maximum of one (1) video entry per hour, twenty-four (24) Qualifying Submissions in a single day. In the event more than twenty-four (24) Qualifying Submissions are received from any one person/email address in a single day during the Contest Period, the first twenty-four (24) Qualifying Submissions processed that day will be considered the only valid Qualifying Submissions received for that particular day. The Grand Prize, Second Place Prize, and Third Place Prize are only eligible to Entrants who submit a Qualifying Submission(s).

To enter the Contest for the Fourth Place Prize, visit the Website during the Contest Period, 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. Entry Limit: Fifteen (15) Entries per person/email address during the Contest Period. You may submit a maximum of fifteen (15) Entries in a single day. In the event more than fifteen (15) Entries are received from any one person/email address during the Contest Period, the first fifteen (15) Entries processed will be considered the only valid Entries received for the Contest Period. Entries are only eligible to win a Fourth Place Prize. All Entries become the sole property of the Sponsor and none will be returned for any reason. For avoidance of doubt, non-winning Qualifying Submissions do not count as Entries for the drawing of the Fourth Place Prize.

No copies, facsimiles or mechanical reproductions of Entries will be accepted. Sponsor expressly reserves the right to disqualify any Entry or Qualifying Submission, 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. Sponsor has the right to remove any Entries or Qualifying Submissions that it deems to be fake or fraudulent.

**QUALIFYING SUBMISSION:** A “Qualifying Submission” is defined as a post onto the Entrant’s Facebook page of a screen recording (video only) of their Oculus Move (i.e. the VR fitness tracker) that meets the criteria set forth

in the submission requirements (“Submission Requirements” section of these Official Rules). The Qualifying Submission must include the following hashtag: #OculusFitness. Entrant must answer daily calories burned and daily move minutes questions upon Entry. Participants may enter once hourly. Participants with the highest average calories burned per hour (daily calories burned divided by move minutes) are more likely to win the contest prizes.

Sponsor shall have sole discretion in determining whether an Entry meets the Submission Requirements. Acceptance and posting of your Entry on the Website and/or Newegg’s Facebook social media channel does not necessarily mean that your Entry is eligible for and entered into the Contest.

**SUBMISSION REQUIREMENTS:** As a condition of your Entry’s eligibility for judging, you warrant and represent that your Entry:

1. Is 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 Sponsor;
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 Sponsor.

**PRIZES AND ODDS OF WINNING:**

— **One (1) GRAND PRIZE** winner will receive a prize package consisting of:

- One (1) \$2,500.00 Newegg Gift Card (ARV \$2,500.00)

Total approximate retail value (“ARV”) of the GRAND PRIZE offered: \$2,500.00.

— **One (1) SECOND PLACE PRIZE** winner will receive a prize package consisting of:

- One (1) \$1,500.00 Newegg Gift Card (ARV \$1,500.00)

Total ARV of the Second Place PRIZE offered: \$1,500.00.

— **One (1) THIRD PLACE PRIZE** winner will receive a prize package consisting of:

- One (1) \$500.00 Newegg Gift Card (ARV \$500.00)

Total ARV of the Third Place PRIZE offered: \$500.00.

— **Four (4) FOURTH PLACE PRIZE** winners will each receive a prize package consisting of:

- One (1) \$100.00 Newegg Gift Card (ARV \$100.00)

Total ARV of the Fourth Place PRIZE offered: \$400.00.

**Total ARV of ALL prizes offered: \$4,900.00.**

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 Submissions received during the Contest Period will be judged by a panel of judges comprised of Sponsor representatives (“Judging Panel”). The Judging Panel will review Qualifying Submissions, choose winning Qualifying Submissions and award prizes accordingly. In choosing a winning Qualifying Submission, the Judging Panel will take into account the Qualifying Submission criteria and consider the additional factor of highest score achieved. Entrants with the highest average calories burned per hour (daily calories burned divided by move minutes) will win the Grand Prize, Second Place, or Third Place prizes. For the Fourth Place prize, winners will be randomly selected in a drawing to take place at the conclusion of the Contest Period. The drawing will be conducted by the Administrator at Sponsor’s offices located at 17560 Rowland Street, City of Industry, California USA. The winners will be announced on or about January 12, 2022 (the “Announcement Date”). The decisions of the Judging Panel and Sponsor are final and binding in all matters relating to this Contest. The Administrator will announce the potential winners by publication on Newegg’s Facebook (<https://www.facebook.com/Newegg/>) social media channel following the Announcement Date. If no acknowledgement is received by the Administrator from the potential prize winner(s) 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 winners 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. There shall be no allocation of prizes based on the province or territory of residence of the eligible 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 or a Qualifying Submission, you hereby grant 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 or Qualifying Submission, 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 or Qualifying Submission in all manners contemplated by these Official Rules.

**NO LIABILITY:** Sponsor and Supporting Sponsor shall, at all times, not be responsible for any harm or injury occurred in the course of the production of Entrant's Qualifying Submission.

**CONTENT REMOVAL:** If you believe that an Entry or Qualifying Submission violates the guidelines and restrictions as set forth in the Submission Requirements ("Guidelines and Restrictions"), or if you are a copyright owner or agent of a copyright owner who believes that an Entry contains content that infringes upon one or more of your copyrights, you may submit a notification by providing the following information in writing to the Administrator:

- Your physical or electronic signature, or the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the material that is in violation of the Guidelines and Restrictions and the copyrighted work claimed to have been infringed ("Infringing Material"), or, if multiple Entries include Infringing Materials, a representative list of such works;
- Information reasonably sufficient to permit the Administrator to contact you, including an email address, mailing address and telephone number;
- A statement that you have a good faith belief that use of the Infringing Material is in violation of the Guidelines and Restrictions and/or is not authorized by the copyright owner, its agent, and/or the law; and
- A statement that the information provided in you notification is accurate under penalty of perjury.

Sponsor, in its sole discretion and in accordance with the Digital Millennium Copyright Act (in the case of alleged copyright infringement), will determine whether to disqualify and remove the allegedly non-compliant or infringing Entry.

**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 Entrant'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/Qualifying Submission, the Entry/Qualifying Submission 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/Qualifying Submission will be rejected and result in the disqualification of the Entrant from the Contest.

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. 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 and/or Supporting 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, 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.

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.

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/Qualifying Submission 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:** 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, 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. 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 Contest 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.** 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 Sponsor, 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/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 contests we may administer online including through Twitter, Instagram, Facebook, 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, Instagram, or Facebook, as they may contain additional important and applicable information about their data practices.

To participate in online sweepstakes or contests, 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.

**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 Contest Period, to: Newegg Inc., 17560 Rowland Street, City of Industry, California 91748. Specify "Oculus Fitness Challenge with Nick Symmonds Winners List or Official Rules".

**SPONSORS:** Newegg Inc., 17560 Rowland Street, City of Industry, CA 91748 (the “Sponsor”) and Oculus VR, LLC, 1601 Willow Rd, Menlo Park, CA 94025 (the “Supporting Sponsor”).

**ADMINISTRATOR:** Sponsor’s employee responsible for managing and overseeing the proper running of the Contest, including notification of potential winners and delivering Prizes that can be contacted at [sweepstakes@newegg.com](mailto:sweepstakes@newegg.com).