## "Intel® #X-Series" Giveaway OFFICIAL RULES

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

**DATES OF PROMOTION:** The "Intel® #X-Series" Giveaway (the "Promotion") begins at 12:00 a.m. Eastern Time ("ET") on September 5, 2017 and ends at 11:59 p.m. ET on October 2, 2017 ("Promotion Period"). All Entrants (defined below) must have access to the Internet in order to enter. Normal Internet, phone and usage charges imposed by your online or phone service provider may apply.

**ELIGIBILITY:** The Promotion is open only to legal residents of one of the forty-eight (48) contiguous United States or the District of Columbia who are eighteen (18) years of age or older or the age of majority in their state of residence at the time of entry (the "Entrant"). Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of Intel Corporation (the "Sponsor"), its subsidiaries, and each of its respective parent companies, franchisees, affiliates, contractors, consultants, legal counsel, public relations, subsidiaries, distributors, sales representatives, retailers, website providers, webmasters, advertising and promotional, fulfillment, and marketing agencies, and any others engaged in the development, production, execution or distribution of this Promotion, including but not limited to, National Sweepstakes Company, LLC (the "Independent Administrator") and Drive Marketing Group (the "Creative Agency") herein (the "Promotion Entities"), are not eligible to participate. Promotion is void in Puerto Rico, US territories and possessions located outside of the forty-eight (48) contiguous United States and the District of Columbia and wherever else restricted or prohibited by law. By entering the Promotion, Entrant indicates their full and unconditional agreement to, and acceptance of, these Official Rules and the decision of the Sponsor, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** To enter, visit <u>www.newegg.com/xseriesgiveaway</u> (the "Website") during the Promotion Period and click on the "Enter Now" button. Then, when prompted, obtain entry into the Promotion by completing any or all of the four (4) entry methods below. Regardless of the method(s) used to enter this Promotion, there is a limit of four (4) entries per person.

- 1. Survey Question: Click the "+1" button found beside "Answer our Quick Survey" and, when prompted, submit your answer to the multiple choice question provided. Then, press the "Continue" button, submit your full name, email address, select the boxes indicating you are over the age of eighteen (18) and agree to these Official Rules. Then, click the "Save" button to receive one (1) entry into the Promotion.
- 2. Watch a Video ("Watch iBUYPOWER + CLG Overwatch Video"): Click the "+1" button found beside "Watch a Video", watch Video 1 and click the "Continue" button to receive one (1) entry into the Promotion.
- **3.** Watch a Video ("Watch CyberPowerPC + Trick2g Video"): Click the "+1" button found beside "Watch a Video", watch Video 2 and click the "Continue" button to receive one (1) entry into the Promotion.
- 4. Retweet: To enter the Promotion via this entry method, individuals will need a Twitter account ("Twitter Account"). If you don't already have a Twitter Account, visit <u>www.twitter.com</u> to create a Twitter Account; creating a Twitter Account is free. By submitting your information and creating a Twitter Account, you will be required to agree to the Twitter terms of service and privacy notice. If you do not agree to Twitter's terms of service and privacy notice, you cannot create a Twitter Account or participate in this Promotion. To receive entry, click the "+1" button found beside "Retweet @Newegg on Twitter". Then, click the "Retweet" button to receive one (1) entry into the Promotion. Entrant must Retweet verbatim, without modifying, changing, or rearranging the original tweet in any way in order to receive one (1) entry for the Retweet.

Neither Sponsor nor any other Promotion Entities are responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses, or the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the authorized account holder.

Any attempt by an Entrant to obtain more than the allowable number of entries by using multiple/different email addresses, Twitter Accounts, identities, registrations, logins, and/or any other methods, including, but not limited to, automated entry, will void all of that Entrant's entries and that Entrant may be disqualified from the Promotion. Multiple Entrants are not permitted to share the same email address. Neither the Sponsor nor any Promotion Entity will verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. *This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter,. Entrant understands that he/she is supplying his/her information to the Sponsor and not to Twitter.* 

**DRAWING/ODDS:** There will be one (1) drawing held on or about October 9, 2017 in which two (2) grand prize winners (each, a "Grand Prize Winner") will be selected at random from among all eligible entries received during the Promotion Period. Odds of winning a grand prize (each, a "Grand Prize") will depend upon the total number of eligible entries received during the Promotion Period. The random drawing will be conducted by the Creative Agency, whose decisions are based on its sole discretion and interpretation of these Official Rules, and are final and binding in all respects.

## PRIZES:

**Grand Prizes:** There will be two (2) Grand Prizes awarded, each having an approximate retail value ("ARV") of \$3,600.

The first Grand Prize Winner selected will win the iBUYPOWER Desktop Computer (Intel® Core™ Processor i9-7900X, ASUS GeForce GTX 1080 8GB ROG STRIX OC Edition, MSI X299 Tomahawk Arctic Edition, 32GB (8GBx4) DDR4/3000MHz Quad-Channel Memory, 32GB Intel® Optane™ Memory, 3TB SATA-III 6.0Gb/s 64MB Cache 7200RPM HDD, Snowblind Case and800 Watt Power Supply).

The second Grand Prize Winner selected will win the CyberpowerPC Desktop Computer (Intel® Core<sup>™</sup> Processor i9-7900X, EVGA GeForce® GTX 1080 Hydro Copper Gaming Edition, MSI Performance X299 GAMING PRO CARBON AC ATX, 32GB (8GBx4) DDR4/3000MHz Quad-Channel Memory, 32GB Intel® Optane<sup>™</sup> Memory, 3TB SATA-III 6.0Gb/s 64MB Cache 7200RPM HDD, CYBERPOWERPC HydroFluxe Custom Hard-Tube Water Cooling kit, and 750 Watts - Corsair CX750M CX Series Modular 80 PLUS BRONZE).

Total ARV of all prizes to be awarded is \$7,200.

Grand Prize Winners agree that Grand Prizes are being provided "as is", and the Released Parties (as defined in the "NO LIABILITY" section below) make no warranty, representation, or guarantee regarding any Grand Prize, including but not limited to its quality, condition, merchantability or fitness for a particular purpose. Grand Prize Winners must look solely to the manufacturer of Grand Prizes for any such warranties or guarantees, if any. Sponsor will be the sole decision maker of selecting any specific technical requirements for any Grand Prize or part of a Grand Prize.

**PRIZE RESTRICTIONS:** No transfer or substitution of a prize is allowed except at the sole discretion of the Sponsor. Each Grand Prize Winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations. The value of each Grand Prize is taxable as income and the Grand Prize Winners are each solely responsible for all matters relating to the Grand Prize, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the Grand Prize. Sponsor reserves the right to substitute a prize of equal or greater value if any part of the Grand Prize becomes unavailable due to reasons beyond the control of the Sponsor. Sponsor will not replace any lost or stolen Grand Prizes. Except where prohibited by law, the Grand Prize Winner's entry and acceptance of the Grand Prize constitutes permission for Sponsor or the Promotion Entities to use said Grand Prize Winner's name, photograph, likeness, statements,

biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation (TN residents will not be required to sign a publicity release as a condition of winning a Grand Prize). No more than the number of Grand Prizes set forth in these Official Rules will be awarded.

**PRIZE NOTIFICATION/CLAIM:** Potential Grand Prize Winners will be notified by the Promotion Administrator via email within seven (7) days from the drawing date (the "Notification"). In the event the Promotion Administrator cannot reach a potential Grand Prize Winner via the Notification, the potential Grand Prize Winner does not respond by the date indicated within the Notification, or if it is determined by the Promotion Administrator/Sponsor, in their sole discretion, that a potential Grand Prize Winner is not eligible in accordance with these Official Rules, he/she will be disqualified (without compensation of any kind) and an alternate Grand Prize Winner will be selected from among all remaining eligible entries received during the Promotion Period, and he/she will be notified as outlined above until two (2) Grand Prize Winners are verified. A total of three (3) Notification attempts will be made to confirm each Grand Prize Winner.

Except where prohibited, the potential Grand Prize Winners must sign and return to the Promotion Administrator, within the date and time indicate in the Notification, an "Affidavit of Eligibility/Liability/Publicity release" and IRS form W-9 (collectively, the "Required Documents") in order to claim the Grand Prize. If a potential Grand Prize Winner fails to sign and return the Required Documents within the required time period, the potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected at random from among all remaining eligible entries received during the Promotion Period. The value associated with the Grand Prize is taxable as income and the prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor (or third party acting on its behalf) must report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize Winner and will be reported to the Grand Prize Winner and the Internal Revenue Service in the form of a Form 1099. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor (or third party acting on its behalf) to report the tax liability associated with acceptance of the Grand Prize, potential Grand Prize Winner will be disqualified and another Grand Prize Winner will be selected as outlined above. Valid social security numbers will be determined by IRS requirements. If it is determined by the Sponsor, in its sole discretion, that a potential Grand Prize Winner is not eligible in accordance with these Official Rules, the potential Grand Prize Winner forfeits his/her right to the prize and an alternate will be selected as outlined above. In the event that a potential Grand Prize Winner is disgualified for any reason, Sponsor shall have no liability or obligation to such individual.

**GENERAL RULES OF PARTICIPATION:** Promotion is subject to all applicable federal, state, and local laws. By participating in the Promotion, Entrants agree: [a] to abide by and be bound by these rules and decisions of Sponsor and judges which shall be final in all respects relating to the Promotion, including without limitation the interpretation of these rules; [b] to release, discharge and hold harmless Sponsor, its employees, officers, directors, franchisees, licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Promotion from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from their participation in the Promotion or their acceptance, use or misuse of a Grand Prize; and [c] if a Grand Prize Winner, to the use of their name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor or Promotion Entities without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. All Promotion materials are subject to verification and are void if [a] not obtained in accordance with these Official Rules and through legitimate channels. [b] any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way; [c] are obtained where prohibited; or [d] are mutilated, altered, copied, hand printed, forged, water damaged, manipulated or tampered with in any way, or which contain any printing, mechanical or typographical errors, will be considered null and void and will not be eligible for a Grand Prize. Sponsors' liability for defective Promotion materials is limited to replacement while supplies last. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Promotion Materials submitted to Sponsor and / or Promotion Administrator. Sponsor, its licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Promotion and their respective directors, officers, shareholders and employees are not responsible and shall not be liable for printing, distribution or production errors and Sponsor may rescind, cancel or revoke the Promotion based upon any printing, distribution, production or other error without liability at its sole discretion. Sponsor and / or Promotion

Administrator are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, illegible, or postage due requests or claims or any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Promotion or winning a Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Promotion Administrator or is in default of any agreement with Sponsor. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, the Promotion, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of tampering, fraud, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, limit entries to those submitted prior to the action taken, and conduct a random drawing from those entries for which only the advertised number of prizes will be selected. Entry information becomes property of Sponsor.

All email addresses submitted as part of an Entry shall automatically be opted-in to receive the Newegg newsletter.

**NO LIABILITY:** By participating, Entrants agree to release, discharge, indemnify and hold harmless the Sponsor and each and all of the Promotion Entities from and against any claims made by prize winners, Entrants, or any other third parties, related in any way to the operation of the Promotion as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity, in the Promotion or any claims based on publicity rights, defamation or invasion of privacy or merchandise delivery.

**INFORMATION:** By entering the Promotion, each Entrant consents to the collection, use and distribution of his or her personal information (information that identifies an Entrant as an individual, such as home telephone number, age and home address) by the Sponsor and Promotion Administrator for the purposes of implementing, administering and fulfilling this Promotion and, if consent is given at the time of entry. Promotion Entities will not sell or transmit this information to third parties except for the purposes of administering the Promotion or as permitted or required by law, unless Entrants otherwise agree, in accordance with the Sponsors Privacy Policy at: <a href="http://www.intel.com/content/www/us/en/privacy/intel-online-privacy-notice-summary.html">http://www.intel.com/content/www/us/en/privacy/intel-online-privacy-notice-summary.html</a>. Any inquiry concerning the personal information held by the Sponsor or Promotion Administrator should be addressed to Intel Corporation, 2200 Mission College Blvd. Santa Clara, CA 95054.

**WINNERS' LIST REQUEST:** To receive winner's list, send a self-addressed, stamped (business size) envelope to: "Intel® #X-Series Giveaway" Winner's List Request, PO Box 10505 Rochester, NY 14610. Requests must be received by November 30, 2017.

OFFICIAL RULES: Visit the Website for full Official Rules.

**CREATIVE AGENCY:** Drive Marketing Group, LLC, 2626 SW Corbett Ave, Suite 200, Portland, OR 97201, www.drivemg.com.

SPONSOR: Intel Corporation, 2200 Mission College Blvd. Santa Clara, CA 95054.

This Promotion shall not be published without the written permission of the Sponsor.