

1 Million Customer Reviews Customer Appreciation Gift

This customer recognition gift is not a contest or a sweepstakes, and is bestowed voluntarily by Newegg, Inc., in its sole and absolute discretion. The purpose of this gift is to recognize individuals who have made certain contributions to the customer reviews section of the Newegg.com website.

Terms and Conditions of Gift Acceptance:

- 1) **AGREEMENT TO THE OFFICIAL RULES:** By accepting the gift, the gift recipient (or if the recipient is not of the age of majority in his/her state of residence, his/her parent and/or legal guardian) fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of Newegg, Inc., which are final and binding in all matters related to this gift.
- 2) **Complete and return the attached Affidavit and Release.** If a potential gift recipient is deemed a minor in his/her state of residence, then the parent/legal guardian of such minor must also sign any documents required herein. The execution and notarization of the Affidavit and Release by a potential gift recipient is an explicit condition to releasing said gift.
- 3) Gift recipients were chosen by an audit of records on Newegg.com to the best of the auditor's ability. The decisions of the auditors are final and binding in all matters relating to this customer recognition gift and Newegg, Inc., its officers, directors, employees, and affiliates will not be liable for any errors or omissions in making this determination.
- 4) The gifts chosen for each selected recipient have been determined in the sole discretion of Newegg, Inc. Recipients may choose to accept or reject the gift. Because the individual gift recipients were specifically chosen based on certain criteria, as determined by Newegg, Inc., rejected gifts will not be given to another recipient. No substitutions of any of the gifts or recipients will be offered or honored.
- 5) The Affidavit/Release must be returned by the deadline stated in such documents.
- 6) In the event of a dispute regarding the identity of the person submitting the customer review, the review will be deemed to have been submitted by the person whose name is registered to the e-mail account. Inability to prove identity against the registered name will result in the disqualification from the gift.
- 7) Potential gift recipients will be responsible for all insurance and taxes (including but not limited to federal, state, local and/or income) and will be required to provide his/her Social Security number for tax reporting purposes for gifts in excess of \$600.00. In accordance with the Federal Tax Code, Newegg, Inc. will file an IRS Form 1099 with the Internal Revenue Service. If a potential gift recipient refuses to provide his/her Social Security number for an gift worth \$600.00 or greater, the potential gift recipient will be deemed to have forfeited or refused to accept the gift. A potential gift recipient who refuses to provide a Social Security number for an gift worth \$600.00 or more will have no right to an alternate gift worth less than \$600.00 in lieu of providing his/her Social Security number for the original gift.
- 8) Unless prohibited by applicable law, gift acceptance constitutes permission to use a gift recipient's name, photograph, likeness, voice, address (city and state) and testimonials throughout the universe, in all media, in perpetuity, in any manner Newegg, Inc. deems appropriate for publicity purposes without any further compensation to such gift recipient.
- 9) Gift recipients (and, if a minor, his/her parents and/or legal guardians), agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the gift shall be resolved exclusively by the appropriate court located in Los Angeles County, California, U.S.A.; (b) any and all claims, judgments, and gifts shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will gift recipient be permitted to obtain gifts for, and gift recipient 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. All issues

and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, gift recipient's rights and obligations, or the rights and obligations of Newegg, Inc. in connection with the gift, 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.