

ROAD TRIP PHOTO CONTEST OFFICIAL CONTEST RULES

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

The Contest begins at 12:01AM Pacific Time (“PT”) on May 8, 2010 and ends at 11:59PM PT on July 5, 2010 (“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. The Contest is open only to legal residents age 18 or older in the United States and the District of Columbia (Rhode Island excluded) (“Entrant”). 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. Only the first five thousand (5,000) eligible Entries will be accepted for judging. In the event the Administrator does not receive 5,000 eligible entries by the contest deadline, then all eligible entries will be judged. Entries submitted after the close of the Contest Period will not be judged and will not be eligible for prizes.

HOW TO ENTER: To enter, visit www.newegg.com (the “Website”) during the Contest Period, submit a Qualifying Photo with a completed online entry form (“Entry”) and submit the completed Entry as directed. To submit a Qualifying Photo, the Entrant must be a registered member of the Website. Limit: One (1) Entry per each category per person/email address during the Contest Period. In the event more than two (2) Entries are received in one day from any one person/email address during the Contest Period, the first two (2) Entries processed will be considered the only valid entries received for that day.

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

QUALIFYING PHOTO: A “Qualifying Photo” is defined as a photograph submitted by an Entrant that falls into one of the following categories:

- Travels – Show us your vacation photos
- Staycation – How do you relax at home?
- Show us your Newegg – How creative can you be including Newegg in your photo?
- Humorous – Captured that hilarious moment on camera?

Administrator shall have sole discretion in determining whether a submitted photograph is a Qualifying Photo. Acceptance and posting of your submission on the Website or Newegg YouTube does not necessarily mean that your submission is eligible for and entered into the Contest.

PHOTO RESTRICTIONS: To be eligible to enter the Contest, and submit your Qualifying Photo to participate in the Contest, you warrant and represent that your Entry:

1. Does not exceed 4MB in size;
2. Is submitted only in .bmp, .gif., .jpg, .png, or .tif format;
3. Is and contains 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 Administrator;
4. 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 or trade secret, and must not in any way violate any applicable laws or regulations;
5. Does not contain any content that is sexually explicit, offensive, illegal, pornographic or obscene;

6. 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;
7. 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.
8. 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 other than Newegg;
9. Has not been previously submitted to any other website or entered in any competition or contest;
10. 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.
 - 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 Administrator.

LICENSES: By submitted a Qualifying Photo, you hereby grant to Newegg, 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, 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 Qualifying Photo, in whole or in part, in all media formats now known or hereafter devised (including on Newegg 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 a Qualifying Photo, 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 Qualifying Photo in all manners contemplated by these Rules.

PRIZES AND ODDS OF WINNING:

ONE (1) GRAND PRIZE winner will receive:

- One (1) Red Car (2010 Chevy Camaro 2LT coupe, 2010 Subaru Impreze WRX Premium, or 2010 Volkswagen Jetta TDI)** (ARV \$30,000)
- One (1) Canon EOS Rebel T2i DSLR camera** (N82E16830120437) (ARV\$899.99)
- One (1) \$500.00 Newegg Gift Certificate**
- One (1) Seagate FreeAgent Desk 2TB USB 2.0 External Hard Drive** (N82E16822148417) (ARV \$179.99)

TOTAL GRAND PRIZE ARV: \$31,579.98

ONE (1) TRAVELS NEWEGG PRIZE winner will receive:

- One (1) Canon G11 Digital Camera** (N82E16830120382) (ARV\$449.99)
- One (1) \$250.00 Newegg Gift Certificate**
- One (1) Seagate FreeAgent Go 500GB External Hard Drive** (randomly selected color) (N82E16822148345, N82E16822148346, N82E16822148465, N82E16822148466, N82E16822148478) (ARV \$119.99)

TOTAL TRAVELS NEWEGG PRIZE ARV: \$819.98

ONE (1) TRAVELS VOTERS' CHOICE PRIZE winner will receive:

- One (1) \$250.00 Newegg Gift Certificate**
- One (1) Canon PowerShot SD1300 Digital Camera** (randomly selected color) (N82E16830120421,

N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)
One (1) Seagate FreeAgent Desk 2TB USB 2.0 External Hard Drive (N82E16822148417) (ARV \$179.99)
TOTAL TRAVELS VOTERS' PRIZE ARV: \$629.98

ONE (1) STAYCATION NEWEGG PRIZE winner will receive:

One (1) \$250.00 Newegg Gift Certificate

One (1) Canon PowerShot SD1300 Digital Camera (randomly selected color) (N82E16830120421, N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)

One (1) Seagate FreeAgent Theater+ USB 2.0/Ethernet HD Media Player (N82E16822148499) (ARV \$139.99)

TOTAL STAYCATION NEWEGG PRIZE ARV: \$589.98

ONE (1) STAYCATION VOTERS' CHOICE PRIZE winner will receive:

One (1) \$250.00 Newegg Gift Certificate

One (1) Canon PowerShot SD1300 Digital Camera (randomly selected color) (N82E16830120421, N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)

One (1) Seagate FreeAgent Go 500GB External Hard Drive (randomly selected color) (N82E16822148345, N82E16822148346, N82E16822148465, N82E16822148466, N82E16822148478) (ARV \$119.99)

TOTAL STAYCATION VOTERS' PRIZE ARV: \$569.98

ONE (1) "SHOW US YOUR NEWEGG" NEWEGG PRIZE winner will receive:

One (1) Canon G11 Digital Camera (N82E16830120382) (ARV\$449.99)

One (1) \$250.00 Newegg Gift Certificate

One (1) Seagate FreeAgent Go 500GB External Hard Drive (randomly selected color) (N82E16822148345, N82E16822148346, N82E16822148465, N82E16822148466, N82E16822148478) (ARV \$119.99)

TOTAL "SHOW US YOUR NEWEGG" NEWEGG PRIZE ARV: \$819.98

ONE (1) "SHOW US YOUR NEWEGG" VOTERS' CHOICE PRIZE winner will receive:

One (1) \$250.00 Newegg Gift Certificate

One (1) Canon PowerShot SD1300 Digital Camera (randomly selected color) (N82E16830120421, N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)

One (1) Seagate Replica 250GB PC Backup System (N82E16822148453) (ARV \$89.99)

TOTAL "SHOW US YOUR NEWEGG" VOTERS' PRIZE ARV: \$539.98

ONE (1) HUMOROUS NEWEGG PRIZE winner will receive:

One (1) \$250.00 Newegg Gift Certificate

One (1) Canon PowerShot SD1300 Digital Camera (randomly selected color) (N82E16830120421, N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)

One (1) Seagate FreeAgent Go 500GB External Hard Drive (randomly selected color) (N82E16822148345, N82E16822148346, N82E16822148465, N82E16822148466, N82E16822148478) (ARV \$119.99)

TOTAL HUMOROUS NEWEGG PRIZE ARV: \$569.98

ONE (1) HUMOROUS VOTERS' CHOICE PRIZE winner will receive:

One (1) \$250.00 Newegg Gift Certificate

One (1) Canon PowerShot SD1300 Digital Camera (randomly selected color) (N82E16830120421, N82E16830120422, N82E16830120423, N82E16830120424, N82E16830120425) (ARV\$199.99)

One (1) Seagate FreeAgent Go 3200GB External Hard Drive (randomly selected color)

(N82E16822148341, N82E16822148342, N82E16822148343, N82E16822148344,

N82E16822148438) (ARV \$79.99) TOTAL GRAND PRIZE ARV: \$529.98

Total approximate retail value ("ARV") of all prizes offered: \$36,649.82.

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 Entry Period.

WINNER SELECTION: All Qualifying Photos received during the Contest Period will be judged by a panel of judges comprised of Newegg representatives (“Judging Panel”). The Judging Panel will choose the best photograph submissions and award prizes accordingly. In choosing the winning photographs, the Judging Panel will base its decision on originality, creativity, description of Newegg, reflection of Newegg’s strong suits, technical execution and overall appeal. Voters’ Choice Prizes will be awarded to the Entrant whose Qualifying Photo receives the highest number of votes. The winners will be announced on or about July 15, 2010. The decisions of the Judging Panel and Sponsor are final and binding in all matters relating to this Contest. The potential winners will be notified by the Sponsor by telephone (if available) or email and by a one-time publication of the names of the winners in the next regularly-scheduled issue of the newegg.com newsletter following the drawing date. If such notification is undeliverable or no response is received by Sponsor 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 a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form and 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.

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 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 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 Contest.

Winners 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 ARV 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 winner refuses to provide his/her Social Security number for a prize worth \$600.00 or greater, the winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A 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.

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.

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 Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor 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 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: Entrants (but if deemed a minor in the jurisdiction in which he or she resides, 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.

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 Administrator, 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: All information collected by Sponsor in connection with the Entries will be subject to Sponsor's Privacy Policy available at the Website.

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 August 15, 2010, to: Newegg Inc., 17708 Rowland Street, City of Industry, California 91748. Specify "Road Trip Photo Winners List or Official Rules".

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