SUS[®] - Inspiring Innovation • Persistent Perfection

NO PURCHASE NECESSARY.

- 1. Who Is Eligible: Entrants in the ASUS Graphics Cards Giveaway (the "Promotion") must be legal residents of the U.S. or Canada (Rhode Island and Quebec excluded) and be the age of majority within the jurisdiction where the entrant resides at time of entry in the promotion (18 or older in the United States). Employees of ASUS Computer International ("ASUS") and its parent companies, affiliates, and subsidiaries, advertising representatives and agencies involved in the Promotion, and the immediate families of any of the foregoing persons or entities, are NOT ELIGIBLE.
- 2. Void Where Prohibited. The Promotion is subject to all applicable federal, state, provincial, municipal and local laws and regulations. Void in the state of Rhode Island, the province of Quebec, and where prohibited or limited by law.
- 3. Sponsor. ASUS Computer International, 800 Corporate Way, Fremont, California 94539.
- 4. Agreement to these Rules. By participating in this Promotion, the entrant fully and unconditionally agrees to and accepts these Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.
- 5. **Promotion Period.** The promotion period will begin on March 11, 2011, at 9:00 AM PST, and end on March 13, 2011 at 5:00 PM PST ("Promotion Period").
- 6. How to Enter: To be eligible for the Promotion, during the Promotional Period, entrants must (a) sign up to be a member of the ASUSROG Forums at <u>www.asusrog.com/forums</u>, (b) fill in an entry form on SurveyMonkey at <u>http://www.surveymonkey.com/s/paxeast</u>, and (c) fully complete and submit the survey (each such survey response being a "Submission"). To be eligible, entrant must provide any and all required information. Each individual may enter the Promotion only one time per day. Any additional Submissions beyond the first Submission per day will be ignored, and not be eligible for the Promotion. Sponsor reserves the right to disqualify entries which are (a) incomplete, (b) suspected of being false or answered in bad faith, or (c) illegible. (Canadian residents should refer to section 10 below about the need to correctly answer a skill-testing question before being declared a winner.)
- 7. **Drawing:** Three (3) potential winners will be chosen at random by drawing from the complete Submissions at a drawing conducted at Sponsor's corporate headquarters, on approximately March 15, 2011, at 5.00 PM PST. An accountant will oversee the drawing. Potential winners need not be present to win.
- 8. **Notification.** Each potential winner will be notified via the email address provided when entering the Promotion. If the potential winner is eligible to be a winner, the prize will be shipped via ground delivery to the winner's attention at the shipping address provided by the potential winner after being notified of being a potential winner. If a potential winner fails to respond to the notification with a valid shipping address within 7 days, the potential winner's prize will be forfeited, and at Sponsor's discretion may be awarded to

the next best Submission that was not chosen as a potential winner. Prizes will be shipped approximately one (1) month after completion of the Promotion Period.

 Prize, Approximate Retail Value and Odds of Winning: Each winner will receive one (1) ASUS GTX480 Graphics Card. Approximate retail value ("ARV"): \$399.99 USD. ARV of all prizes: \$1199.97 USD.

The winner is solely responsible for any taxes. Prizes consist of only the items specifically listed and no additional services or subscriptions are included. Winner agrees that the prizes are being provided "AS IS," and ASUS and other suppliers make no warranty, representation, or guarantee regarding any prize, including but not limited to its quality, condition, merchantability, or fitness for a particular purpose. Winner must look solely to the manufacturer for any such warranties or guarantees. Odds of winning will depend on the number of eligible registrants at the time of the drawing.

The ARV of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason.

- 10. How to Claim a Prize: The potential winner must meet all eligibility requirements set forth in these Official Rules to qualify for a prize. Potential winner must complete an eligibility and liability/publicity release or the prize may be forfeited and awarded to an alternate entrant. If a Canadian resident, a potential winner may be required to correctly answer a time-limited skill testing question administered by phone without any assistance in order to be eligible to receive a prize. If a potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If a potential winner is considered a minor in his or her state or province of residence, at Sponsor's option, the applicable prize may be awarded in the name of the parent or legal guardian of the potential winner signs the affidavit of eligibility and liability/publicity release for the minor. In the event that a potential winner is disqualified for any reason, or does not respond to the notification message from Sponsor, Sponsor will randomly choose another entry.
- 11. **No purchase necessary.** All federal, state, provincial and local taxes on the prize are the sole responsibility of the winner.
- 12. **Prizes**. The prizes are not transferable and no cash alternative or prize substitutions are available, except that ASUS reserves the right to substitute cash or a similar prize of equal or greater value should the prize listed be unavailable for any reason. In the event a winner does not accept delivery of the prize, this prize may be used as an award at a future event.
- 13. **Release**. By entering the Promotion, entrant releases and agrees to hold harmless Sponsor and Sponsor's suppliers, parents, affiliates, subsidiaries, and their and their officers, directors, employees, representatives, agents, advertising, promotion, production and fulfillment agencies, successors and assigns (collectively, "Released Parties") from and

against any liability of any kind in connection with the Promotion, including without limitation any costs, fees, expenses, or damages incurred in the use of the prizes.

- 14. License to Sponsor. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, posted comments used in entering the Promotion, and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Making a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- 15. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor is not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry. No more than the stated number of prizes will be awarded.
- 16. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the Santa Clara County Superior Court, U.S.A; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual 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 Official Rules, or the rights and obligations of

the entrant and Sponsor in connection with the Promotion, 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.

- 17. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy at <u>http://usa.asus.com/privacy.aspx</u>.
- 18. Winner List: The winner list will be will be posted on the ASUSROG Forums web page on approximately March 15, 2011.

AFFIDAVIT OF ELIGIBILITY, LIABILITY & PUBLICITY RELEASE

State/Province/Territory of _____

County of _____

I,_____, being duly sworn, do hereby state as follows:

(please print)

1. I am a legal resident of the United States or Canada (excluding Quebec), residing at:

(Address)

(City) (State/Province/Territory) (ZIP/Postal Code)

- 3. I am years of age.
- 4. I am employed at:

(Business Name)

(Address)

(City) (State/Province/Territory) (ZIP/Postal Code)

- 5. My daytime phone number is (___)____
- 6. I am submitting this Affidavit with the understanding that it will be relied upon to determine my eligibility to receive a prize in the ASUS Graphics Cards Giveaway ("Promotion") Sponsored by ASUS Computer International.
- 7. I am not an employee, officer or director (or immediate family member or member of the same household) of ASUS Computer International, nor its parents, subsidiaries & affiliated companies.
- 8. I confirm and represent that I have read all the Official Rules of the Promotion, that I have complied with such rules and that I have committed no fraud or deception in entering/participating in this Promotion or in claiming any prize.
- 9. As stated in the Official Rules, I understand that all applicable federal, state, provincial and local taxes, and any and all expenses not specified therein, are solely my responsibility. I accept sole responsibility as the prize winner. I also understand that I shall be responsible for reporting the prize amount on all applicable tax returns, and that I will be issued a 1099 in the amount equal to the retail value of the prize I have won.
- 10. By participating in this Promotion, I hereby release and agree to hold harmless Sponsor, its affiliates, subsidiaries, advertising and promotion agencies and each of their respective directors, officers, shareholders, employees, representatives and agents (collectively, the "Releasees") from any and all liability for any injuries, losses or damages of any kind to persons, including death, and property, arising in whole or in part, directly or indirectly,

from acceptance, possession, use or misuse of prize, participation in any Promotionrelated activity, or participation or inability to participate in this Promotion.

- 11. The representations and provisions contained in this Affidavit shall be binding on my heirs, successors, assigns and representatives.
- 12. I hereby irrevocably give Sponsor and its agents, successors and assigns full permission and authority to use my name, biographical information and/or likeness for promotional and/or advertising purposes without notice or compensation (Tennessee residents need not consent to publicity release. If you are a resident of Tennessee and **do not** so consent please initial here _____).
- 13. I declare that all the information I submit in this Affidavit is true and correct. I confirm that I have read, or have had read to me, and understand all the foregoing provisions of this Affidavit, prior to its execution, and agree to be bound by them.
- 14. I understand that my prize consists the "ASUS GTX480 Graphics Card." See the enclosed Official Rules for complete prize details and restrictions. All federal, state, provincial and local laws apply.
- 15. Except where prohibited, I agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the Santa Clara County Superior Court, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will I be permitted to obtain awards for, and I hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual outof-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 this Affidavit, or the rights and obligations of myself and Sponsor in connection with the Promotion, 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.

SIGNED:

Winner Signature

Date

ATTENTION: To be valid this Affidavit must be notarized

NOTARY:

State/Province/Territory of _____

County of _____

Sworn to me by this day of , 201____.

Notary Public

Commission Expires______ Seal/Stamp ______