

# Ultimate NVIDIA® ION™ Netbook Bundle Facebook Contest

NVIDIA Corporation invites you to participate in the Ultimate NVIDIA ION Netbook Bundle Facebook Contest (hereinafter "Contest"). The winner of this Contest will receive an exciting NVIDIA prize, subject to the following Official Rules.

## OFFICIAL RULES

By entering this Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS CONTEST. THIS CONTEST IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA (EXCLUDING PUERTO RICO AND ITS OTHER TERRITORIES AND POSSESSIONS) AND CANADA (EXCLUDING QUEBEC).**

### 1. SPONSOR

This Contest is sponsored by NVIDIA Corporation, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter "NVIDIA" or "Sponsor").

### 2. ELIGIBILITY

You must be eighteen (18) years of age or older to be eligible to participate in this Contest. This Contest is open to individuals only. **NO TEAM ENTRIES AND NO CORPORATE OR INSTITUTIONAL ENTRIES ARE PERMITTED IN THIS CONTEST.** Employees of Sponsor, its affiliates, and their respective contractors, service providers and professional advisors connected with this Contest, as well as members of their immediate families and/or households, are **NOT** eligible to enter. Winners of either Ultimate NVIDIA® ION™ Netbook Bundle Twitter Contest or Ultimate NVIDIA® ION™ Netbook Bundle YouTube Contest are eligible to enter this Contest, but are not eligible to win any prizes in this Contest.

### 3. THE CHALLENGE

This Contest involves the following challenge: be a fan of NVIDIA on Facebook; change your Facebook status for at least 1 hour to state, "I want to win the Ultimate NVIDIA ION Netbook at [www.nvidia.com/ion](http://www.nvidia.com/ion) because... [enter the reasons why]", and take a screen shot of your Facebook status page and send it to NVIDIA at [ultimateion@nvidia.com](mailto:ultimateion@nvidia.com). Four eligible participants that submit the most compelling answers, as selected in the sole and absolute discretion of NVIDIA, will win an Ultimate NVIDIA ION Netbook Bundle.

### 4. PRIZES; ODDS OF WINNING

The prize of this Contest is as follows: four (4) winners will receive one (1) Ultimate NVIDIA ION Netbook Bundle, including a HP Mini 311 with Wireless G and Bluetooth, 320GB HD, 3GB memory, external Blu-Ray Drive, Case, HDMI cable, three (3) Blu-Ray DVDs, \$50 credit from Roxio CinemaNow, and a number of games and applications with an estimated retail value of US\$1500.

Odds of winning will depend on the number of entries received. The prize is not assignable or transferable. **THIS CONTEST HAS NOT PREVIOUSLY BEEN OFFERED.**

## **5. ENTRY PERIOD**

The entry period for this Contest begins at **10:00 a.m. PST (Pacific Daylight Saving Time) on November 2, 2009** and ends at **11:59 p.m. PST (Pacific Daylight Saving Time) on November 22, 2009** (hereinafter the "Entry Period"). "Pacific Daylight Saving Time" refers to that observed in the United States of America. It is entirely each entrant's responsibility to observe time zone differences.

## **6. WINNER ANNOUNCEMENT; CLAIMING AND AWARDING OF PRIZE**

The winner of this Contest will be announced on NVIDIA.com on or about November 25, 2009. Within 7 days following such announcement, the winner will be notified by NVIDIA via an e-mail sent to the email address designated in such winner's entry. To claim the prize, the winner must do the following within 30 days from the date of NVIDIA's notification:

- (a) confirm receipt of the notice by email (which confirmation must be sent from the same email address to which the notice was sent); and
- (b) complete, sign and return a winner release form (as provided by NVIDIA along with its email notice) and such other requisite documentation (if any) listed in NVIDIA's email notice (hereinafter collectively the "Required Winner Documents"), to NVIDIA Corporation, Attn.: Ultimate NVIDIA ION Netbook Bundle Facebook Contest, 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A.

Within 14 days following its receipt of the Required Winner Documents from the winner, NVIDIA will ship the prize via FedEx or similar courier service, at NVIDIA's expense, to the winner's mailing address specified in his/her winning entry. Notwithstanding the foregoing, if NVIDIA determines that the Required Winner Documents as returned by the winner are incomplete, erroneous, or otherwise not in order, NVIDIA may require the winner to provide complete or replacement documentation prior to shipment of prize.

***IMPORTANT NOTE TO ALL ENTRANTS:*** If a winner cannot be contacted or fails to claim the prize or to return the Required Winner Documents within the specified time period, or if the prize is returned as undeliverable, or if a winner fails to comply with any of the provisions of these Official Rules, such winner will be considered to have forfeited the prize. In such case, the prize will be awarded to the individual who submitted the next best entry as previously determined by NVIDIA.

## **7. TAXES**

The winner of this Contest is solely responsible for any and all applicable taxes and government charges that result from his/her receipt and/or use of the prize. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

## **8. REPRESENTATIONS, WARRANTIES AND INDEMNITY BY ENTRANT**

(a) By entering this Contest, each entrant represents and warrants, with respect to each entry submitted by him/her in this Contest, that: (i) the entry submitted is the result of his/her own independent creation and does not contain any third-party works of authorship that have been used or copied without authorization or permission of their respective authors; (ii) his/her participation in this Contest does not violate any applicable laws or regulations or any rights of third parties.

(b) By entering this Contest, each entrant agrees to indemnify, defend, and hold harmless Sponsor, its affiliates, and their respective employees, agents, representatives, contractors,

service providers and professional advisors connected with this Contest (hereinafter collectively "Sponsor Related Parties") from and against any third-party claims arising from or as a result of (i) a breach of any of the foregoing representations and warranties by such entrant, or (ii) a breach or violation of any of the other provisions of these Official Rules by such entrant.

(c) ANY ENTRY THAT IS IN BREACH OF ANY OF THE FOREGOING REPRESENTATIONS AND WARRANTIES OR IS OTHERWISE IN VIOLATION OF THESE OFFICIAL RULES, WILL BE DEEMED VOID AND AUTOMATICALLY BE DISQUALIFIED FROM THIS CONTEST.

## **9. ADDITIONAL AGREEMENTS BY ENTRANT**

(a) By entering this Contest, each entrant hereby irrevocably and unconditionally grants to Sponsor, on a royalty-free and non-exclusive basis, a perpetual, irrevocable, freely transferable, freely assignable, freely sublicensable, worldwide license to run, use, copy, reproduce, publish, distribute, perform, display, exhibit, demonstrate, edit, modify, adapt, and create derivative works from, each of his/her entries in this Contest, whether for purposes related to this Contest or otherwise, and whether via the Internet, electronic, digital, broadcast, theatrical, print, or any other communications media now known or hereafter developed, and in each case free of any and all restrictions and limitations whatsoever (except as imposed by law).

(b) By entering this Contest, each entrant agrees and acknowledges that Sponsor and Sponsor Related Parties shall not be responsible or liable for: (i) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (ii) any errors, omissions, misinformation, or misidentification in an entry; (iii) any dispute or claim arising from an entrant's participation in this Contest or his/her entry, or his/her receipt, ownership or use of the prize; (iv) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (v) any damage to an entrant's or any other person's computer hardware, software or data that results from participation in this Contest or accessing, downloading or using any tools, files, data, software, or other articles or materials in connection with this Contest.

(c) By entering this Contest, each entrant agrees and consents to Sponsor's collection, use and retention of his/her personal information for all purposes related to this Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor Related Parties as necessary to conduct and operate this Contest, communicating with and awarding the prize to the winner, making public announcements about the winner, and advertising, promoting and publicizing this Contest).

## **10. RESERVATION OF RIGHTS BY SPONSOR**

Sponsor reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Contest, in whole or in part, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this Contest as determined by Sponsor in its sole discretion. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Sponsor reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Contest, in whole or in part. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made Sponsor reserves the right to seek

damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsor reserves the right to take down and remove any entry that becomes subject to a third-party claim for copyright infringement or for violation of any other right.

**11. GOVERNING LAW; JURISDICTION**

These Official Rules are governed by and shall be construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflicts of law rules. Each entrant hereby submits himself or herself to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

**12. CONTEST INFORMATION**

You may request a copy of these Official Rules via email to [ultimateion@nvidia.com](mailto:ultimateion@nvidia.com). To learn the actual number of entries received and the winner selected in this Contest, please email your request to [ultimateion@nvidia.com](mailto:ultimateion@nvidia.com) after November 30, 2009.