

NVIDIA 60 X 60 Giveaway (this “Promotion”)

Official Rules

By participating in this Promotion, you agree to be bound by these Official Rules and to comply with all federal, state, and local laws and regulations.

THIS IS A GIVEAWAY ON A “FIRST COME, FIRST SERVED” BASIS. THIS IS NOT A SWEEPSTAKES, RAFFLE, PROMOTION OR GAME OF CHANCE. THERE IS NO RANDOM DRAWING OR SELECTION. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS PROMOTION. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA (EXCLUDING PUERTO RICO AND ITS OTHER TERRITORIES AND POSSESSIONS), AND CANADA (EXCEPT QUEBEC).

1. Sponsor

This Promotion is sponsored by NVIDIA CORPORATION, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter “NVIDIA”).

2. Eligibility

You must be 18 or older to be eligible to participate in this Promotion. This Promotion is open to PartnerForce members/companies and their employees only. To register for the PartnerForce Program complete the program application available at www.nvidia.com/partnerforce. Employees of NVIDIA, its affiliates, and/or respective contractors, service providers, and/or professional advisors connected with this Promotion, as well as members of their immediate families and/or households, are not eligible to enter.

3. How to Enter; Prize

To enter this Promotion, you must do the following no later than **11:59 PM (Pacific Time) on April 11th, 2009**: view any three of the five training sessions being offered online by NVIDIA in the On-Demand training section of the PartnerForce Portal at <http://partnerforce.nvidia.com>, complete the tests at **the end of each training** and achieve an **80%** or higher competency score on each test. No fee is required to take the training sessions or the tests.

All individuals who complete the required training (i.e., 3 out of 5 training sessions) and achieve the required competency score on the test (i.e., **80%** or higher) by the aforementioned deadline will automatically receive a **\$20 Amazon.com®** Gift Card* (each, a “Prize”). The quantity of Prizes in this Promotion is limited, and prizes will be awarded **FIRST COME, FIRST SERVED**. Limited to one gift card per qualified participant.

No other methods of entry will be accepted. You may not enter more than once in this Promotion. False, fake or duplicate entries will automatically be disqualified. NVIDIA reserves the right to disqualify any participant from this Promotion at any time and for any reason.

Prizes in this Promotion are provided by **Amazon.com****. By participating in this Promotion, you agree to be bound by all **Amazon.com** terms and conditions governing the use of such Prizes. Prizes are not transferable. Unless expressly otherwise provided by **Amazon.com**, a Prize is not redeemable or exchangeable for cash. NVIDIA is not responsible for replacing a lost,

damaged or stolen Prize if such incident occurs after receipt by the intended recipient. NVIDIA reserves the right to provide a substitute prize of approximately equal or greater value if an advertised prize becomes unavailable. All taxes related to Prizes received in this Promotion, including, without limitation, any applicable federal, state and local taxes, and international tariffs, are the sole responsibility of their recipients.

4. Certain Consents

By entering this Promotion, you affirmatively consent to NVIDIA's collection, processing and use, subject to the terms of its privacy policy (http://www.nvidia.com/object/privacy_policy.html), of your personal information as disclosed by you in connection with your participation in this Promotion. Also, by entering this Promotion, you consent to the posting, publication and use of your name on NVIDIA's website and in any and all other media in connection with promotion, publicity and advertising for NVIDIA without any further attribution, additional notification or compensation to you, except where prohibited by law.

5. Reservation of Rights; Disclaimers

NVIDIA reserves the right to cancel, terminate or modify this Promotion if fraud, technical failure or any other factor beyond NVIDIA's control impairs the integrity of this Promotion as determined by NVIDIA in its sole discretion. In addition, NVIDIA reserves the right to extend this Promotion if it cannot be completed as planned due to circumstances beyond NVIDIA's control.

NVIDIA, its affiliates, and its respective contractors, service providers, and/or professional advisors connected with this Promotion (hereinafter collectively "Sponsor Related Parties") shall not be responsible or liable for damages, loss or injury resulting from participation in this Promotion by any participant or from the acceptance, possession, shipping and handling, loss, use or mis-use of any Prize awarded in this Promotion. By entering this Promotion, each participant assumes sole liability for injuries, including, without limitation, personal injuries and/or damage to property, caused or claimed to be caused by participating in this Promotion or the acceptance, possession, shipping and handling, loss, use or mis-use of any Prize awarded. NVIDIA is not responsible for any failure to contact participants, whether due to technical or human error.

6. Governing Law; Jurisdiction

These Official Rules are governed by the laws of the State of Delaware, United States of America, without giving effect to its conflicts of law rules. All participants submit themselves to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

7. Contact

If you have any questions regarding this Promotion, please email us at channelpartners@nvidia.com.

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