

NVIDIA® ION™ Case Modding Contest
OFFICIAL RULES
(U.S.A. & Canada)

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. SPONSORS

This Contest is sponsored by NVIDIA Corporation, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter "NVIDIA"), in conjunction with the following co-sponsors: *Computer Power User* (CPU) Magazine, with an address at 131 West Grand Drive, Lincoln NE, 68521 ("CPU Magazine"); and Modders-Inc, with an address at 1117 West Renee Drive, Phoenix, Arizona 85027 ("Modders-Inc"). NVIDIA, CPU Magazine and Modders-Inc may be referred to hereinafter collectively as "Sponsors" and individually as a "Sponsor." CPU Magazine and Modders-Inc may be referred to hereinafter collectively as "Co-Sponsors" and individually as a "Co-Sponsor."

2. ELIGIBILITY

You must have attained the age of majority in the state or province where you reside 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 a 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.

3. THE CHALLENGE

Submit an idea for your "Dream Mod" of an NVIDIA ION-based PC system (small form factor). Your submission must include a drawing or sketch, along with a written description (not to exceed 300 words), that illustrates your idea for the modded case of an NVIDIA ION-based PC.

4. PRIZES; ODDS OF WINNING

The prizes of this Contest are as follows: (a) ONE (1) first-prize winner will receive completed modded case that is made based on their submission with an estimated value of \$600, (b) FOUR (4) second-prize winners will each receive a ZOTAC ION ITX 230 motherboard, plus a PC game copy of Sims3, plus 1400 BattleFunds with an estimated retail value of US\$250.

Odds of winning will depend entirely on the merits of each entry as determined in accordance with Section 7 (Judging) of these Official Rules. The prizes in this Contest are not assignable or transferable, and are not redeemable, exchangeable or substitutable for cash. THIS CONTEST HAS NOT PREVIOUSLY BEEN OFFERED.

5. ENTRY PERIOD

The entry period for this Contest begins at **12:01 a.m. (Pacific Daylight Saving Time) on July 13, 2009** and ends at **11:59 p.m. (Pacific Daylight Saving Time) on August 10, 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. HOW TO ENTER

To enter this Contest, you must register and submit your entry(ies) at ***www.modders-inc.com*** (hereinafter the "Contest Website"), within the Entry Period. Specifically, you will need to (a) complete an online entry form and (b) make your submission by posting a new topic in the forum on the Contest Website. Your submission must include a drawing or sketch, along with a written description, that illustrates your idea for the modded case of an NVIDIA ION-based PC, subject to the following requirements:

- (a) your drawing/sketch and written description must be sufficiently clear and complete so as to enable a professional modder reasonably skilled in the field to make an actual modded case based thereon;
- (b) your drawing/sketch must not exceed ***1MB in file size*** and must be in a .jpg, .jpeg, .gif, .png, or .bmp file format;

Upon registering, you will be asked to provide the following information:

- A username
- A password

IMPORTANT NOTE TO ALL ENTRANTS:

- (a) YOUR ENTRIES MUST BE SUBMITTED WITHIN THE ENTRY PERIOD, OR THEY WILL BE DEEMED VOID.
- (b) YOUR ENTRIES MUST BE THE FIRST SUBMISSION IN A NEW TOPIC YOU CREATE WITHIN THE FORUM POST. Others may elaborate upon your entry but the user who created the first post is considered the entrant.
- (c) ALL ENTRIES WILL BE DEEMED PUBLIC AND NON-CONFIDENTIAL. Any entries (except for personal information disclosed on the site registration form) made on a confidential basis will be deemed VOID and will automatically be disqualified.
- (d) Entries, once submitted, are NOT returnable by Sponsors.

It is recommended that you keep a complete copy of your submission for your own record.

7. JUDGING

The winners in this Contest will be selected using the following process:

- (a) Initial Screening: Modders-Inc will conduct initial screening and select from all eligible entries a group of entries that have winning potential, using the following judging criteria: creativity, design concept, reflection of ION key features-small size, low-power, with ION graphics processing capabilities.

- (b) Selection of Finalists: CPU Magazine will select five (5) professional modders based on their expertise and reputation in the field to form the panel of judges (hereinafter collectively the "Judges" and individually a "Judge"), which panel will select FIVE (5) finalists from the group of entries selected by Modders-Inc based on the initial screening. The selection of the finalists will be based on the following judging criteria: creativity of concept, feasibility of producing concept, reflection of ION key features within concept.
- (c) Selection of First-Prize Winner: Of the five (5) finalists selected, CPU Magazine, NVIDIA, and Modders-inc will jointly select the first-prize winner based on the following judging criteria: creativity, overall design, reflection of ION key features-small size, low-power, with ION graphics processing capabilities. The remaining four (4) finalists will be the second-prize winners.

The Sponsors and the Judges will have the sole authority and discretion to select the finalists and the first-prize winner, and all decisions of the Sponsors and the Judges will be FINAL. By entering this Contest, you agree to be bound by the decisions of the Sponsors and the Judges.

8. WINNER ANNOUNCEMENT; CLAIMING AND AWARDING OF PRIZE

The winners in this Contest will be announced in CPU Magazine on or about 11-15-2009 Within **[seven (7) days]** following such announcement, each winner will be notified by NVIDIA via an e-mail sent to the email address designated in such winner's entry. To claim his/her prize in this Contest, each winner must do the following within **[thirty (30) days]** from the date of NVIDIA's email notification:

- (a) confirm receipt of the notice by return 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 affidavit/declaration and 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.: NVIDIA ION Creative Use Contest, 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A.

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

IMPORTANT NOTE TO ALL ENTRANTS: If a winner cannot be contacted or fails to claim his/her prize or to return the Required Winner Documents within the specified time period, or if a winner's prize is returned as undeliverable (other than due to an error attributable to Sponsors), 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.

9. TAXES

Each winner is solely responsible for any and all applicable taxes and government charges that result from his/her receipt and/or use of a prize awarded in this Contest. Sponsors reserve the

right to withhold and deduct such taxes and charges from a prize if and to the extent required by law.

10. 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) all information provided on the Entry Form is truthful and accurate; (ii) 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; (iii) 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 Sponsors, their 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.

11. ADDITIONAL AGREEMENTS BY ENTRANT

(a) By entering this Contest, each entrant hereby irrevocably and unconditionally grants to each 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 Sponsors 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 expressly consents to NVIDIA's collection, use and retention of his/her personal information disclosed on the Entry Form for all purposes related to this Contest (including, without limitation, entry processing, Contest administration, sharing entrant information with Co-Sponsors and Sponsor Related Parties as necessary to conduct and operate this Contest, communicating with and awarding prizes to the winners, making public announcements about the winners, and advertising, promoting and publicizing this Contest) and in accordance with NVIDIA's privacy policy at http://www.nvidia.com/object/privacy_policy.html.

12. RESERVATION OF RIGHTS BY SPONSORS

Sponsors reserve 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 Sponsors' reasonable control impairs the integrity of this Contest as determined by Sponsors in their 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 Sponsors' sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Sponsors reserve 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 Sponsors reserve the right to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsors reserve 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.

13. 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.

14. CONTEST INFORMATION

You may request a copy of these Official Rules via email to amcbroom@nvidia.com. To learn the actual number of entries received and the winners selected in this Contest, please visit the Modders-inc.com on or after **August 13th**, or email your request to amcbroom@nvidia.com after **August 13th**.