

**TIGERDIRECT.COM'S 2019 OVERDRIVE CONTEST
SWEEPSTAKES
Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. **THESE ARE THE OFFICIAL RULES (“OFFICIAL RULES”) FOR TIGERDIRECT.COM'S 2019 OVERDRIVE CONTEST SWEEPSTAKES (“SWEEPSTAKES”).** THE SWEEPSTAKES IS SUBJECT TO THESE OFFICIAL RULES, AND BY ENTERING, EACH ENTRANT UNCONDITIONALLY AGREES TO BE BOUND BY THEM.

1. Sponsor: The Sweepstakes is sponsored by TigerDirect.com (the “Sponsor”).

2. Eligibility: The Sweepstakes (the “Sweepstakes”) to win one (1) of the five (5) prize drawings during the Sweepstakes Period is open only to those who sign up at the online sweepstakes page and who are ages eighteen (18) or above as of the date of entry. The sweepstakes is open only to legal residents of the fifty (50) United States. **VOID WHERE PROHIBITED BY LAW.** Employees, officers and directors of the Sponsor and its affiliates, participating prize provider(s), their parents, affiliated and subsidiary companies and their advertising and promotional agencies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of the households of such employees and directors (whether or not related) are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

3. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Official Rules and decisions of the Sponsor, which are final in all respects, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the Sweepstakes and interpretation of these Official Rules. The Sweepstakes is subject to all applicable federal, state and local laws.

4. Email: By participating in the Sweepstakes, you will opt-in to receive email or other communications from the Sponsor. You may subsequently opt-out of the receipt of such email or communications by following the directions in the email or contacting that site. Your opt-out status will not affect your participation or chances to win in the Sweepstakes. During the Sweepstakes Period (as defined and described below), however, you may nevertheless receive emails which the Sponsor deems are related to the Sweepstakes and related programs.

5. Sweepstakes Period: The Sweepstakes begins on Saturday, November 9, 2019, at 9:00 AM Eastern Time (“ET”) and ends on Saturday, November 30, 2019, at 11:59 PM ET (“Sweepstakes Period”), after which the time the Sweepstakes will be closed and no further entries shall be accepted. The Sponsor’s computer is the official time-keeping device for the Sweepstakes.

6. How to Enter: Enter Online: During the Sweepstakes Period, visit www.tigerdirect.com (the

“Website”) or any of the Sponsor’s social media channels (the “Channels”) and click on any of the icons for the Sweepstakes located throughout the Website or the Channels to be directed to the entry form. Follow the instructions to complete and submit the entry form, including your full first and last name, email address, valid home address and any other information required for entry. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes.

Each entrant may enter one (1) time during the Period. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple or different email addresses, identities, registrations, logins, or any other methods will void that person’s entries and that person may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. The Sponsor expressly reserves the right to disqualify any entry, in its sole discretion, that appears to have been generated by a so-called “spam” or automated email program or via scripts and automated submission.

If, in the Sponsor’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, and/or the Sweepstakes is not capable of being conducted as described in these Official Rules, the Sponsor shall have the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, to cancel, terminate, modify or suspend the Sweepstakes, and/or conduct a random drawing to select the prize winners from all non-suspect entries received prior to action taken, or as otherwise deemed fair and appropriate by the Sponsor. If the Sweepstakes is cancelled, modified, suspended or terminated, notice will be posted on the Website. The Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent permissible under applicable law.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person, to the fullest extent permissible under applicable law.

7. Prizes: Each of the five (5) prize drawings will include a brand new Intel® based Windows 10 laptop valued up to \$1,000. Actual/appraised value of the prizes may differ at time of prize award. All federal, state and local taxes on the prize(s) are the sole responsibility of each winner. All other costs not specifically stated herein as being awarded are the responsibility of the winner. All winners of prizes valued at \$600.00 or more must complete and sign a Form W-9

before receiving their prize. If the Form W-9 is not signed, the winner forfeits the applicable prize. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution is permitted except at the Sponsor's discretion. The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for the Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, to the fullest extent permissible under applicable law. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater monetary value or cash value for any prize. Winners understand and agree that it may take up to six (6) weeks to receive prizes once notified by Sponsor they have won a prize.

8. Odds: Odds of winning a prize depend upon the number of eligible entries received during the Sweepstakes Period. Each Sweepstakes entrant shall be eligible to win only one prize. Void where prohibited by law.

9. SELECTION AND VERIFICATION OF POTENTIAL WINNERS: The Sponsor will conduct one (1) random drawing each day of the Sweepstakes Period to select a total of ten (10) winners from all eligible entries received during the Sweepstakes Period. The potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by mail and/or email after the drawings. The Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. Except where prohibited, the potential winners (or parent/legal guardian of winner if winner is considered a minor in his/her state of residence for purposes of this Sweepstakes) may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") which must be received by the Sponsor within seven (7) calendar days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner is determined not to be eligible or not in compliance with these Official Rules, cannot be contacted, fails to return the Affidavit within the required time period, or prize is returned as undeliverable, the potential winner forfeits the prize. In that event, an alternate entrant may be selected in his/her place at random from among all remaining eligible entries. Prizes will be sent within 30 days of receipt of completed documentations required.

The receipt by a winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. **TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

10. Rights Granted by you: By entering these Sweepstakes, you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors and assigns will have the right, to the fullest extent permissible under applicable law, without any further notice, review or approval, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements

about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

11. Terms: The Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Websites, to be acting in violation of the Official Rules, to be acting in violation of the terms of the Websites, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods, and disqualify any entrant using any such method. In the event of a dispute as to entries submitted by multiple users having the same account, the authorized holder of the account used to enter the Sweepstakes at the actual time of entry will be deemed to be the participant and must comply with these rules.

If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, the Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. If, for any reason, the Sweepstakes or a drawing is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, or drawings, and select the winner(s) for the Sweepstakes, or for such drawings, from entries received prior to the action taken or in such other manner as deemed fair and appropriate by the Sponsor.

12. Limitation of Liability: To the fullest extent permissible under applicable law, by entering Entrants and Participants agree to release and indemnify, defend, and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Indemnified Parties") from and against any liability, illness, injury, death, loss, litigation, claim or damage incurred by the Indemnified Parties under any action, suit, or proceeding to the extent arising in whole or in part, directly or indirectly, whether or not due to negligence, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) injury or damage to participants' or to any other person's computer related to or resulting from participating in the Sweepstakes or downloading or copying materials from or use of the Website; (iii) any incorrect or inaccurate information, whether caused by entrant, printing errors, Website users, tampering or by any of the equipment or programming associated with or utilized in the Sweepstakes; (iv) technical failures of any kind, including but not limited to the malfunctioning, interruptions or disconnections in phone

lines or any computer, cable, network, hardware or software; (v) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Websites; (vi) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (vii) any lost, late, incomplete, or misdirected entries; or for any computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or technical failures, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information; or (vii) any other types of damages.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BY ENTERING, ENTRANTS AND PARTICIPANTS RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SPONSOR, ITS PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, ITS ADVERTISING OR PROMOTION AGENCIES OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND (INCLUDING DEATH), ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR ANY OTHER ACTIVITY OTHERWISE RELATED TO, OR IN CONNECTION WITH, THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITES, OR FROM THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THESE SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Except where prohibited, entrants agree that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

13. Force Majeure: In the event an insufficient number of eligible entries are received or the Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy,

satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS, Swine Flu), order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event or occurrence), the Sponsor shall have the right to modify, suspend or terminate the Sweepstakes.

14. Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine, and all proceedings shall take place in Los Angeles, California.

15. Disputes: As a condition of participating in this Sweepstakes, to the fullest extent permissible under applicable law, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, by final confidential and binding arbitration in Los Angeles, California. **Arbitration under these Official Rules shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AS A COURT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION RULES OR AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, YOU UNDERSTAND THAT BY INITIATING THIS ARBITRATION PARAGRAPH YOU ARE GIVING UP YOUR RIGHT TO A TRIAL IN COURT OR ADMINISTRATIVE PROCEEDING, EITHER WITH OR WITHOUT A JURY, AS A MEANS BY WHICH TO SETTLE YOUR DISPUTE.** Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim exemplary, special, indirect, punitive, incidental, or consequential damages, and participant further waives all rights to have damages multiplied or increased.

16. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on Sponsor's Web Site. To read the Privacy Policy, <http://www.tigerdirect.com/sectors/aboutus/privacy.asp> click here.

17. Winners List: To obtain a copy of the full list of winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope within thirty (30) days of the end of the Sweepstakes Period to: **TigerDirect, 9250 West Flagler St. Suite 507, Miami, FL 33174, c/o: Marketing Department.** The winner's names may also be posted on <http://www.tigerdirect.com/winners/>.

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