

NVIDIA® ION™ Creative Use Contest

NVIDIA Corporation invites you to show a creative way to use an NVIDIA ION-based PC (hereinafter "Contest"), and winners of this Contest will receive exciting NVIDIA prizes, 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 GERMANY, TAIWAN, 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 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 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

This Contest involves the following challenge: answer the following question: "What would you do with an ION PC that you can't do with your existing PC?" by submitting a photo with title and description to illustrate a creative way to use an NVIDIA ION-based PC.

4. PRIZES; ODDS OF WINNING

The prize of this Contest is as follows: one (1) winner will receive one (1) Acer Desktop PC powered by an NVIDIA ION graphics processor with an estimated retail value of US\$399.

Odds of winning will depend entirely on each entry's quality and performance as determined in accordance with Section 7 (Judging) of these Official Rules. 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 **12:01 a.m. PST (Pacific Daylight Saving Time) on April 22nd, 2009** and ends at **11:59 p.m. PST (Pacific Daylight Saving Time) on May 31st, 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 http://www.nvidia.com.tw/object/ion_challenge_tw.html (hereinafter the “Contest Website”), within the Entry Period. Specifically, you will need to (1) complete an online entry form and (2) submit your photo with a title explaining the creative use for your NVIDIA ION-based PC. Each photo must be sufficiently clear in quality, must not exceed 1 MB in size, and must be in a [.JPEG, .GIF, .TIF or .PDF] file format.

On the entry form, you will be asked to provide the following information:

- Your full name
- Your birth date
- Your email address
- Your phone number
- Your city, country, state/province, and postal code
- Your occupation
- Photograph of use
- Title of use

IMPORTANT NOTE TO ALL ENTRANTS:

- (a) YOUR ENTRY(IES) MUST BE SUBMITTED WITHIN THE ENTRY PERIOD, OR IT WILL BE DEEMED VOID.
- (b) You may submit more than one entry, provided that all entries must be submitted within the Entry Period and in the manner described in this Section 6.
- (c) ALL ENTRIES (EXCEPT FOR PERSONAL INFORMATION DISCLOSED ON THE ENTRY FORM) WILL BE DEEMED PUBLIC AND NON-CONFIDENTIAL. Any entries (except for personal information disclosed on the entry form) made on a confidential basis will be deemed VOID and will automatically be disqualified.
- (d) Entries, once submitted, are NOT returnable by Sponsor.

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

7. JUDGING

The winning entry for this Contest will be selected using the following process:

(a) Three finalists will be selected by a panel of judges consisting of the following individuals from NVIDIA: Mark Aevermann, Ashley McBroom, David Ragonese, Eva Wasiewlewski, and Demy Huang (hereinafter collectively the “Judges” and individually “Judge”), using the following judging criteria and scoring system:

- Initial impression (0 – 50): The coolness impression that a Judge gets when reviewing the use. The stronger the emotional effect on a Judge, the higher the score will be.
- Uniqueness (0 – 50): How unique is the use? The more unique the effect is, the higher the score will be.

An entry will be given an "Initial Impression" score and a "Uniqueness" score from each Judge, with "0" being the lowest score" and "50" being the highest score. The three entries with the highest total score will be the finalists. The Judges shall have the sole authority and discretion to select the finalists, and all decisions of the Judges shall be FINAL. By entering this Contest, you agree to be bound by the decisions of the Judges.

(b) The entries of the three finalists will then be posted on the Contest Website **June 8th, 2009** for final judging by the public based during a 1 week period. The finalist entry that receives the highest number of online votes during such period will be declared the winner of this Contest.

8. WINNER ANNOUNCEMENT; CLAIMING AND AWARDING OF PRIZE

The winner of this Contest will be announced on the Contest Website on or about June 19th, 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 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 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.Demy Huang NVIDIA ION Creative Use Contest, dehuang@nvidia.com

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 performing entry as previously determined by the Judges in accordance with Section 7 of these Official Rules.

9. 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.

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 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.

11. 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 disclosed on the Entry Form 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). In addition, it is optional for an entrant to consent on the Entry Form to NVIDIA's direct marketing use of his/her personal information in accordance with its privacy policy:

http://www.nvidia.com/object/privacy_policy.html.

12. 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.

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 __Demy Huang____. To learn the actual number of entries received and the winners selected in this Contest, please email your request to _dehuang@nvidia.com____. after 5/25/2009.