

## **'Win a HD 5750 VaporX' Contest Terms and Conditions – US RESIDENTS**

### **1. Contest Name & Contest Period**

Win a HD 5750 VaporX Online Contest (the "Contest") is sponsored by Sapphire Technology Ltd. ("Sapphire"). The Contest starts at 12:00 AM EST on Thursday, November 12, 2009 and runs until 11:59 PM EST on Thursday, November 26, 2009 ("Contest Period"). Entries received after the Contest Period will be ineligible for the prize selection.

### **2. Contest Eligibility**

The Contest is open to all legal residents of the United States of America (excluding Arizona, Florida, Louisiana, and New York) who are members of Sapphire Select Club community and who have reached the age of majority in their State of residence. Members of Sapphire Select Club are automatically entered once they have indicated their acceptance of these terms and conditions. Employees and retirees of Sapphire and its affiliates, associates, representatives, advertising and promotional agencies and members of the immediate family of these employees and retirees or any person with whom they are domiciled are not eligible to enter or win the Contest. Contestants may become a member of Sapphire Select Club by completing a registration form at

[http://www.sapphiretech.com/presentation/member/member\\_index.aspx?cid=1](http://www.sapphiretech.com/presentation/member/member_index.aspx?cid=1)

No purchase necessary. Void where prohibited.

### **3. Contest Entries**

To participate in the Contest, contestant must: 1) be a member of Sapphire Select Club; and 2) indicate their acceptance of the terms and conditions of the Contest at

[http://www.sapphiretech.com/presentation/member/member\\_index.aspx?cid=6](http://www.sapphiretech.com/presentation/member/member_index.aspx?cid=6)

Entries generated by a script, macro or other automated means are void. Sapphire reserves the right to reject any entry form at its sole and absolute discretion without having to assign any reasons whatsoever.

### **4. Selection of Winners**

Contest winners will be chosen based on random draw of all qualified contest entries.

### **5. Odds of Winning**

Odds of winning will be determined by number of qualified contest entries received during the Contest Period.

### **6. Notification of Contest Winner and Awarding of Prize**

The selected contestant will be contacted by email (using the contact information provided by contestant at time of entering the Contest) at least two (2) times within the fourteen (14) days after the draw. If the selected contestant cannot be contacted in that time, another contestant will be randomly selected and the initial selected contestant will be disqualified and will have no recourse towards Sapphire or anyone involved in the Contest. In order to win, the selected contestant must first correctly answer, unaided, a time-limited, mathematical, skill-testing question to be administered by telephone, and he or she will be required to sign a standard Declaration and Release Form confirming compliance with the Contest rules, acceptance of the prize as awarded and releasing Sapphire from all liability relating to the Contest. The information provided in the winner's Declaration and Release Form must be correct and must mirror the information provided in the winner's entry form or winner is disqualified. The selected contestant will

have seven (7) days from the date of receipt to return a signed copy of the Declaration and Release Form to Sapphire or its representative. If the selected contestant does not do so within this period of time, another contestant will be randomly selected and the initial selected contestant will be disqualified and will have no recourse towards Sapphire or anyone involved in the Contest.

Sapphire reserves the right to use any other method or medium that deems fit at its sole and absolute discretion for the purpose of contacting and/or announcing the Contest winner. The Contest winner will be required to give their full name, mailing address and any other details deemed necessary and relevant upon joining the Contest. Proof of mailing, faxing, or delivering (in any manner whatsoever) any details to Sapphire does not represent proof that Sapphire has received such details. Sapphire reserves the right to forfeit prizes for any Contest winner who does not provide the required details to Sapphire. Sapphire reserves the right to appoint a third party to conduct the verification of Contest winners and to fulfill the delivery of prizes and contestants agree that Sapphire may provide all necessary information of Contest winners to such third party to facilitate such service.

#### 7. Contest Prizes

From all eligible contestants, the prize will be selected at random through a draw. The prize consists of:

- One (1) SAPPHIRE HD 5750 VaporX graphics card with a Manufacturer's Suggested Retail Price of \$189.00 USD

Sapphire reserves the right to change the prize without any prior notification.

All taxes, insurance, transfers, spending money and other expenses (including meals or personal expenses, upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the Contest winner.

Each Contest winner shall be entitled to one (1) prize only. Prizes not claimed from the collection center (e.g. Post Office) within one month upon mailing delivery from Sapphire shall be forfeited.

Prizes are not exchangeable, transferable or redeemable in any other form for whatever reason. Contest winners are solely responsible for the collection of their prize. Sapphire, its sponsors and representatives shall have no liability to the Contest winners in any respect whatsoever. Prizes are non-transferable and there is no cash alternative.

Sapphire reserves the right to request written proof of residency and age of any Contest winner before the prize is dispatched or collected. Sapphire makes no warranties or representations whatsoever with respect to the prize and shall not be responsible nor liable for any problems and/or damage thereto or arising there from.

Where Sapphire elects to post a prize to the Contest winner, no responsibility will be accepted by Sapphire for the safe and effective postal delivery of the prize.

Subject to the absolute discretion of Sapphire, a Contest winner may nominate a designated representative to collect the prize. The representative will be required to present written authorization from the Contest winner and identification which includes a photograph for both the Contest winner and their representative.

In the event that a Contest winner chooses not to accept a prize within two (2) months from the announcement date of the winner on the Contest official website, the winner shall forfeit any and all claims to that prize, which will be dealt with according to the absolute discretion of Sapphire.

All prizes are accepted entirely at the risk of the Contest winner, and Sapphire excludes all warranties in connection with any prize to the extent permitted by law. Contest winners shall comply with the terms and conditions of each prize.

#### 8. Publicity

Sapphire reserves the right, at its sole and absolute discretion, to use the nicknames, names, likeness, picture, photographs, hometown, biographical information, voice or video recordings and entries of the Contest winner and/or representatives without first obtaining any consent nor making any payment whatsoever to the Contest winner(s) and/or representatives for publicity, advertising, trade or promotion purposes in any media. By entering the Contest, the contestant, except where prohibited by law, grants Sapphire and its affiliated companies the right to use the winner's nicknames, names, likeness, picture, photographs, hometown, biographical information, voice or video recordings for advertising and promotional purposes without additional compensation.

#### 9. Void Where Prohibited

This contest is void where prohibited by law.

#### 10. Variation to the Terms & Conditions

Sapphire reserves the right to change, amend, delete or add to these Contest Terms and Conditions without prior notice at any time and the contestants shall be bound to such changes.

#### 11. Liability

Sapphire shall not be responsible for incorrect or inaccurate transcription or registration of Contest entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, inability to submit the online survey, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest, or for late, lost, stolen, illegible or misdirected entries.

Sapphire will not be responsible or liable for any problem, damage or loss of whatsoever nature to any contestant, or their authorized representatives, resulting from their participation in the Contest.

#### 12. Disqualification or Suspension

Sapphire reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest, to be acting in breach or potential breach of these Contest Terms and Conditions and/or the Sapphire Website Use and Access Agreement. No correspondence shall be entertained. Sapphire further reserves the right to cancel, modify suspend or delay the Contest in the event of unforeseen circumstances beyond its reasonable control.

#### 13. Governing Law

All entrants agree that California law and United States of America law applicable therein shall apply exclusively to the Contest and that any dispute with respect to the Contest shall be resolved in the State of California.