

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING

**1. THE GAMING ROOM SWEEPSTAKES: How To Enter:** Beginning **October 31, 2008** at 12:01 PM (ET) through **November 30, 2008** at 11:59 PM (ET), go to [www.cmd-intel.com/esquirehouse/](http://www.cmd-intel.com/esquirehouse/), and complete and submit the entry form pursuant to the on-screen instructions. **Winner Selection:** Winner will be selected in a random drawing from among all eligible entries received on or about December 1, 2008. Drawing will be conducted by Esquire whose decisions are final. Odds of winning will depend upon the total number of eligible entries received. **Prizes & Approximate Retail Value:** **One (1) Winner will receive 1 Lenovo IdeaPad U330 notebook computer powered by Intel Centrino 2 processor technology (ARV: \$1199.00), and 1 Guitar Hero III guitar for PC (ARV: \$70.00). Total Approximate Retail Value: \$1269.** Winners will be notified via phone, e-mail or postal mail, at Sponsor's discretion, on or about **December 15, 2008**. **Winner's List:** For winner's name, send a separate self-addressed, stamped envelope to **Esquire Magazine, ATTN: Gaming Room Sweepstakes by Intel, 300 West 57<sup>th</sup> Street, New York, NY 10019** by **March 15, 2009**. Incomplete entry forms or entry forms that have been tampered with will be disqualified.

**2. ENTRIES:** Limit (1) one entry per household for the **Gaming Room Sweepstakes** (each referred to as the "Promotion"). Multiple entries from the same household will be disqualified. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for lost, late, mutilated, misdirected, incomplete, inaccurate or postage due entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**3. ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia who have reached the age of majority in their state or province of residence at time of entry. Void in Puerto Rico and where prohibited by law. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers (and members of their immediate family and/or those living in the same of household of each such employee) are not eligible.

**4. CONDITIONS OF PARTICIPATION:** Online entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address. Expenses not specifically included in prize description and all taxes are the sole responsibility of the winner. Each prize is awarded "as is" with no warranty or guarantee, either express or implied outside of manufacturer's limited warranty. No transfer, assignment or substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. All federal, state, provincial and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Winners (and parent or legal guardian if winner is a minor) may be required to sign

and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within 7 days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within 7 days following the date of first attempted notification. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, winner agrees to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Promotion or acceptance or use of the prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

**5. INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

**6. DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York State law, without reference to New York's choice of law rules, governs the Promotion and all aspects related thereto.

**7. SPONSOR:** The Sponsor of these Promotions is **Hearst Communications, Inc., 300 West 57<sup>th</sup> Street, New York, NY 10019.**