

TESPA® NEW YEARS REVOLUTIONS: POWERED BY REPUBLIC OF GAMERS

OFFICIAL CONTEST RULES

- 1. Eligibility.** TESPA, INC., A DELAWARE CORPORATION, (“TESPA”) IS THE SPONSOR OF THE TESPA® NEW YEARS REVOLUTIONS: POWERED BY REPUBLIC OF GAMERS CONTEST (THE “CONTEST”). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO RESIDENTS OF THE UNITED STATES WHICH ARE: (I) OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, OR IF THEY ARE UNDER THE LEGAL AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE ON DECEMBER 20, 2018, ARE ABLE TO SUBMIT A SIGNED, WRITTEN STATEMENT THAT A PARENT OR GUARDIAN HAS READ, UNDERSTOOD AND AGREES TO THESE CONTEST RULES WITH THEIR ENTRY, AND THAT SUCH AGREEMENT CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES ON BEHALF OF THE PARENT OR GUARDIAN AND THEMSELVES, AND THEY ARE OVER 13 YEARS OF AGE AND A RESIDENT OF THE UNITED STATES OF AMERICA OR CANADA, AND (II) WHO ARE NOT RESIDENTS OF THE STATES OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND (“ENTRANTS”). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR OTHERWISE DO NOT MEET THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. TO BE ELIGIBLE TO WIN A PRIZE, ENTRIES MUST BE COMPLETED AND RECEIVED BY TESPA IN THE FORMAT DESIGNATED BELOW. DIRECTORS, OFFICERS AND EMPLOYEES OF TESPA, ITS PARENT, AND ANY OF THEIR RESPECTIVE AFFILIATE COMPANIES, SUBSIDIARIES, AGENTS, CORPORATE SPONSORS, PROFESSIONAL ADVISORS, ADVERTISING AND PROMOTIONAL AGENCIES, AND IMMEDIATE FAMILIES OF EACH ARE NOT ELIGIBLE TO WIN ANY PRIZES. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. THERE IS NO COST TO ENTER OR WIN. OFFER VOID WHERE PROHIBITED. IN THE EVENT OF ANY DISPUTE, ENTRIES WILL BE DEEMED TO HAVE BEEN SUBMITTED BY THE OWNER OF THE TWITTER ACCOUNT FROM WHICH THE ENTRY WAS SENT.
- 2. Disclaimer.** Tespa and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, and agencies will not be responsible for: (i) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (ii) telephone, electronic, hardware, software, network, internet, or other computer or communications-related malfunctions or failures; (iii) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Tespa; or (iv) any printing or typographical errors in any materials associated with the Contest.
- 3. Contest Period.** The Contest shall commence at 12:00 A.M., Pacific Daylight Time (“PDT”) on December 20, 2018 (the “Start Time”), and shall continue in duration until 12:00 A.M. PDT on March 10, 2019 (the “Deadline”). All entries must be received by the Deadline to be eligible to win a Prize (as defined below).
- 4. How to Enter.** Qualified Entrants may enter the Contest by: (i) registering or have registered for a Twitter account on <http://twitter.com>; (ii) following the “@TeamTespa” Twitter account; and (iii) publishing a public Tweet via Entrant’s Twitter account to “@ASUSUSA” and “@TeamTespa” that contains the hashtag “#ROGRevolutions” and Entrant’s personal or gaming goals or aspirations for the new year in the form of text, a photo, or video. Entrant must have permission from all identifiable people contained within a submission to submit their image and likeness as part of the Contest.
- 5. Contest Rules.** Tespa shall choose the winners of the Contest (each, a “Winner”) from all qualified Entrants who have submitted an entry between the Start Time and Deadline. One (1) Grand Prize Winner and five (5) Runner-up Winners will be chosen by March 18, 2019. All decisions of Tespa are

final. Winners will be chosen by Tespa in its sole discretion based upon the creativity, quality, and relevance of the submissions. Winners will be notified via Twitter “direct message” within seven (7) days after being chosen. To claim a Prize, Winners must timely follow the instructions contained in their notification. If a Prize is not properly claimed within one (1) week after delivery of notification, the Prize will be forfeited and awarded to an alternate Winner. Winners must provide their name and shipping address to claim a Prize and may also be required to sign a photograph release agreement.

- 6. Prizes.** One (1) Grand Prize Winner will receive one (1) ROG SWIFT PG258Q Computer Monitor with an approximate retail value of Five Hundred Fifty Dollars (\$550.00 USD). Five (5) Runner-up Winners will each receive a prize package consisting of one (1) “ROG Horsem4n” figurine and one (1) ROG Plush Pillow with a combined approximate retail value of One Hundred Dollars (\$100.00 USD). ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No other substitutions or exchanges (including for cash) of any Prize will be permitted, except that Tespa reserves the right to substitute a prize of equal or greater value for any Prize. Limit one Prize per household or address. All Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Tespa is not responsible for any lost, damaged, or stolen Prizing once shipped.
- 7. Tespa Use of Entries/Publicity Release.** You hereby agree that in consideration of your being allowed the chance to enter the Contest, you hereby grant Tespa a perpetual, non-exclusive, worldwide license and right to utilize the photograph(s), statement(s), social media post(s), and other materials that you submit to Tespa in connection with the Contest, along with your name, character, likeness, statements about the Contest, and biographical information in connection with the Contest (collectively, “Entry Materials”). The Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that Tespa shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. You agree to take, at Tespa’s expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Tespa to effect, perfect or confirm Tespa’s rights as set forth above in this paragraph 7.
- 8. Original Work of Authorship.** You hereby represent and warrant that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.
- 9. Collection of Information.** By entering the Contest, you consent to Tespa’s use of any identifying information that you submitted with the Entry Materials to inform you of open positions with Tespa, and to associate your name with your submission in promotional materials for the Contest in the event that you are chosen to be a winner. As stated above, the contest is not open to anyone under the age of majority in your country of citizenship. In the event that Tespa becomes aware that you are under the age of majority in your country of citizenship, Tespa will delete, erase or destroy any and all personally identifiable information that is obtained in connection with this Contest.
- 10. General Release.** By entering the Contest, you release Tespa, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the “Released Parties”) from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in

connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

- 11. Winners List; Rules Request.** For a copy of the winner list, send a stamped, self-addressed, business-size envelope after March 18, 2019 and before August 18, 2019 to Tespa at the following address: “Tespa New Years Revolutions Contest - Winner List,” c/o Tespa, P.O. Box 18979, Irvine, CA 92612. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Tespa at the following address: “Tespa New Years Revolutions - Rules Request,” c/o Tespa, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.
- 12. Copyright Notice.** The Contest and all accompanying materials are copyright ©2018 Tespa, Inc. All rights reserved.
- 13. Miscellaneous.** The Contest and these Official Rules will be governed, construed and interpreted under the laws of the United States. Entrants agree to be bound by these Official Rules and by the decisions of Tespa, which are final and binding in all respects. Tespa reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant’s participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Tespa’s control affect the administration, security or proper operation of the Contest or Tespa otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Tespa, the Contest, or any other entrant (in each case as determined in Tespa’s sole discretion) are subject to disqualification from entry into the Contest. Tespa reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. If you have any questions about these Official Rules or the Contest, please e-mail them to support@tespa.org, or send written questions to “Tespa New Years Revolutions - Rules Question”, c/o Tespa, P.O. Box 18979, Irvine, CA 92612.
- 14. Contest Sponsor.** The sponsor of the Contest is Tespa, Inc.