



## READERS SURVEY GIVEAWAY OFFICIAL RULES sponsored by BESTOFMEDIA LLC

COMPLETION OF THE READERS SURVEY (Tom's Hardware Readers Survey, Tom's Guide Readers Survey, or Tom's Games Readers Survey) IS REQUIRED TO ENTER OR WIN. LIMIT ONE (1) ENTRY PER PERSON PER SURVEY. NO PURCHASE NECESSARY TO ENTER OR WIN. GIVEAWAY IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, AGE 18 YEARS OR OLDER. The Readers Survey Giveaway (the "Giveaway") opens October 23, 2008 and closes at 8:00 AM Pacific Standard Time ("PDT"), February 2, 2009. The winners will be randomly drawn from all eligible entries received. Participation constitutes entrant's full unconditional agreement and acceptance of these Official Rules. Drawing is sponsored by BESTOFMEDIA LLC ("Sponsor") at 10559 Jefferson Blvd., Suite A, Culver City, CA 90232 USA.

(1) **ELIGIBILITY:** The Giveaway is open to legal residents of the United States, who are eighteen (18) years of age or older as of the date of entry. Employees, independent contractors, officers, and directors of Sponsor, its affiliates, subsidiaries, advertising promotion and fulfillment agencies, legal advisors, and the immediate family members and persons living in the same household of such persons are not eligible to participate in the Giveaway. Residents of jurisdictions prohibiting such promotions should consider this offer void.

(2) **HOW TO ENTER:** Participants may enter the Giveaway by completing the entry information requested in the survey link that is sent to them. Entry information will be used solely for contacting winners for this particular Giveaway. Only one entry per email address is permitted. All entries become the property of the SPONSOR and will not be acknowledged or returned. Late, incomplete, illegible/unintelligible entries are not eligible. To be eligible for the drawing, all entries must be received by 8:00 AM Pacific Standard Time ("PDT"), February 2, 2009.

(3) **PRIZES:** Five (5) winners will be selected to each receive a prize consisting of one (1) fifty dollar (\$50) Amazon.com gift certificate. No alternative prize or other substitution is permitted except by Sponsor. Prize is non-transferable. All federal, state and/or local taxes are the responsibility of the winner. Winner is also responsible for internet access fees and service charges.

(4) **SELECTION OF WINNER:** Each winner will be determined by random drawing of all eligible entries received and will be conducted by Sponsor on February 4, 2009. Odds of winning a prize are based on the number of eligible entries received. Winners will be notified by e-mail by February 4, 2009, at which time a full shipping address and phone number will be required for fulfillment of the prize. Winners will have 2 days from notification to accept the prize by replying to notification e-mail. SPONSOR is not responsible for late, lost, misdirected, or unsuccessful efforts to notify the winner. All taxes on prizes, including income taxes, and any incidental expenses associated with collection of a prize are the responsibility of the winners. Winners assume all liability for any damages caused or claimed to be caused by participation or by any prize and release SPONSOR from any such liability. Winners may be required to sign and return a release of liability, declaration or affidavit of eligibility within 2 days of receipt by winner as a condition of receiving the prize. If the selected winners cannot be contacted, are ineligible, fail to claim a prize, or fail to timely return the completed and executed declaration and releases as required, prizes may be forfeited and an alternative winner selected. By accepting the prize winner agrees to the use of the winner's name, voice or likeness for the purpose of trade, advertising, or promotion without further compensation, unless prohibited by law.

(5) **GENERAL TERMS AND CONDITIONS:** Conduct of Giveaway and selection of winners are in Sponsor's sole discretion, and Sponsor's decisions are final and binding. Agents and representatives of SPONSOR, its affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible, or postage-due entries; (ii) any condition caused by events beyond the control of SPONSOR that may cause the Giveaway to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Giveaway; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Giveaway. By participating, each entrant agrees to release and hold SPONSOR and the employees, officers, directors, shareholders, agents, representatives of SPONSOR, its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Giveaway or resulting from entrant's participation, acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Entrants agree to abide by these Official Rules and by the decisions of SPONSOR, whose decisions are final. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights obligations of entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any other jurisdiction other than the State of California.