

ASUS "New Year, New Contest" ZenFone 2E Giveaway Terms and Conditions

1. Who Is Eligible. To be eligible to participate in the ASUS "New Year, New Contest" ZenFone 2E Giveaway (the "Promotion"), an entrant must be a legal resident of the 50 United States (except Rhode Island) and the District of Columbia, and is open to legal residents of Canada (excluding the Province of Quebec), and be 18 or older and the age of majority within the jurisdiction where the entrant resides at time of entry in the promotion (which may be 18, 19 or 21 depending upon the jurisdiction). Employees of ASUS Computer International ("ACI") and its parent companies, affiliates, and subsidiaries, advertising representatives and agencies involved in the Promotion, and the immediate families of any of the foregoing persons or entities, are NOT ELIGIBLE.

2. Void Where Prohibited. The Promotion is subject to all applicable federal, state, provincial, municipal and local laws and regulations. Void in the state of Rhode Island and where prohibited or limited by law.

3. Sponsor. ASUS Computer International, headquartered at 800 Corporate Way, Fremont, California 94539.

4. Agreement to these Rules, Terms and Conditions ("Terms"). By participating in this Promotion, each entrant ("Entrant") fully and unconditionally agrees to and accepts these Terms and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Whether an Entrant receives a prize is contingent upon fulfilling all requirements set forth herein. Sponsor may at any time revise these Terms, and Entrants shall be bound by any such revisions.

5. Promotion Period. The promotion period will begin on 1/4/2016 at 9:00:01 AM Pacific Time ("PT") and ends on 1/8/2016 at 9:00:01 AM PT ("Promotion Period").

6. How to Enter (No purchase necessary to enter or win). To be eligible for the Promotion, during the Promotional Period, entrant must (1) write a comment into the corresponding field on the ASUS MyZen Promotion Page (MyZen.asus.com) during the Promotion Period through the Gleam application and (2) fill out the contact form completely; Sponsor reserves the right to disqualify entries which are incomplete. Canadian residents should refer to Section 12 below about the need to correctly answer a skill-testing question before being declared a winner. Each individual may gain additional entries as outlined by the Gleam application on the Promotion Page. Sponsor reserves the right to disqualify entries which are (a) incomplete, (b) suspected of being false or answered in bad faith, (c) illegible, (d) contain sexual content or are otherwise offensive or objectionable; or (e) not in compliance with these Official Rules.

7. License to Asus et seq. for Released Publicity Content. By entering the contest, entrants grant ACI a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any promotional, publicity, and exhibition purposes. Any such use may or may not include any credit or attribution. ACI will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Except as prohibited by law, entrants waive

any moral rights they may have in any Released Publicity Content, even if such Released Publicity Content is altered or changed in a manner not agreeable to entrant.

8. Determination of Winners. ACI Marketing team will determine two (2) entries as winners, and will take place at Sponsor's corporate office on the following date: January 8th, 2016. The Winners need not be present to win. The announcement of the Winners may take up to ten (10) business days.

9. Notification. Winners will be notified within ten (10) business days after the completion of the Promotion Period via phone or email provided when entering the Promotion. If all Promotion requirements as set forth herein have been satisfied by Winner, the prize will be shipped to Winner's attention at the shipping address provided by Winner after being notified of winning by Sponsor. If Winner fails to respond to the notification with a valid shipping address within five (5) business days of notification from Sponsor, the prize will be forfeited, and at Sponsor's discretion may be re-submitted for a new drawing. Prize will be shipped approximately one (1) month after completion of the Promotion Period.

10. Prize, Approximate Retail Value. Each Winner of the Promotion will receive one (1) ASUS ZenFone 2E with an approximate retail value ("ARV") of \$99.99 US dollars. Winner understands and agrees that the Prize is being provided "AS-IS," and Sponsor makes no warranty, representation, or guarantee regarding any Prize, including but not limited to its quality, condition, merchantability, or fitness for a particular purpose. Winner must look solely to the manufacturer for any such warranties or guarantees, if any. Prizes consist of only the items specifically described herein, and no additional items, services or subscriptions are included. The ARV of Prizes is subject to price fluctuations in the consumer market place based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the Prize is awarded or redeemed. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a Prize for one of equal or greater value should it become unavailable for any reason.

11. Taxes. Winner is solely responsible for any taxes related to a Prize. All federal, state, provincial and local taxes on the Prize are the sole responsibility of Winner.

12. How to Claim the Prize. Winners must meet all eligibility requirements set forth in these Official Rules to qualify for the Prize. Winner must complete an Affidavit of Eligibility, Liability & Publicity Release, or the Prize may be forfeited and awarded to an alternate Entrant. If a potential winner is considered a minor in his or her state or province of residence, at Sponsor's option, the applicable Prize may be awarded in the name of the parent or legal guardian of the potential winner, provided the parent or legal guardian of the potential winner signs the Affidavit of Eligibility, Liability & Publicity Release for the minor. In the event that a potential winner is disqualified for any reason, or does not respond to the notification message from Sponsor, Sponsor will randomly draw another Entrant. In addition, Canadian winners will be required to correctly answer without assistance of any kind, a timed, mathematical skill-testing question administered by email or telephone

13. NO PURCHASE NECESSARY. NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE PROMOTION.

14. No Transfer. Prize is not transferable and no cash alternative or prize substitutions are available, except that Sponsor reserves the right to substitute cash or a similar prize of equal or greater value should the Prize described be unavailable for any reason. In the event a Winner does not accept delivery of the Prize, such Prize may be used as an award at a future event.

15. Release. Entrant represents and warrants that it has, or has obtained, the necessary rights and permissions to submit the Submission and to grant Sponsor the rights under Section 7. By entering the Promotion, Entrant releases and agrees to hold harmless Sponsor and Sponsor's suppliers, parents, affiliates, subsidiaries, and their officers, directors, employees, representatives, agents, advertising, promotion, production and fulfillment agencies, successors and assigns (collectively, "Released Parties") from and against all liability of any kind in connection with the Promotion, including without limitation any costs, fees, expenses, or damages incurred in the use of the Prizes.

16. License to Sponsor. Acceptance of any Prize shall constitute and signify Winner's agreement and consent to Sponsor's use of Winner's name, city, state, likeness, Submission content, and Prize information, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Making a Submission constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Submission.

17. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry processor the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any Prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor is not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry. No more than the stated number of Prizes will be awarded.

18. Disputes. Except where prohibited, 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 the United States District Court for the Northern District of California or the Santa Clara County Superior Court, U.S.A; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules.

19. Entrant's Personal Information. Information collected from Entrant is subject to Sponsor's Privacy Policy at http://usa.asus.com/ASUS_Website_Information/Privacy_Policy/

20. Winner List. The winner will be announced on the ASUS MyZen Website (MyZen.asus.com) upon confirmation of identity, eligibility and receiving affidavit.