

**“Workplace Makeover” Contest (the “Contest”)  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**DATES OF CONTEST:** The Contest begins at 9:00 a.m. Pacific Time (“PT”) on July 16, 2018 and ends at 11:59 p.m. PT on November 1, 2018 (“Contest Period”). For purposes of these Official Rules, all times given are in Pacific Time (“PT”).

**ELIGIBILITY:** The Contest is open to businesses or organizations located within the forty-eight (48) contiguous United States or the District of Columbia (referred to herein as “Business” or collectively “Businesses”). The individual submitting the Submission (defined below) must be authorized to submit the Submission or be the owner of the Business on behalf of the business/organization. Businesses that discriminate on any basis, as determined by the Sponsor, are not eligible to participate.

Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of PCM Sales, Inc. (“Sponsor”), Intel Corporation, and each of their respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and Contest agencies, and any others engaged in the development, production, execution or distribution of this Contest, including but not limited to National Sweepstakes Company, LLC (the “Independent Administrator”), and the entities supplying the prizes herein (all of the aforementioned collectively referred to as the “Contest Entities”), are not eligible to participate. Contest is subject to all federal, state, and local laws and regulations, without regard to conflict of law provisions. Contest is void in Alaska, Hawaii, Puerto Rico, US territories and possessions located outside of the forty-eight (48) contiguous United States and the District of Columbia and wherever else restricted or prohibited by law. By entering this Contest, the Business indicates their full and unconditional agreement to and acceptance of these Official Rules and the decision of the Sponsor, which are final and binding in all respects. Winning is contingent upon fulfilling all requirements set forth herein.

**OVERVIEW:** For this Contest, Businesses will select the category (each category referred to herein as a “Pillar”) in which the business/organization would like to submit a written statement with either a photo or video in response to the Pillar question. Each Business’s Submission (defined below) will be judged based upon the criteria in the “JUDGING” section of these Official Rules. There will be one (1) prize winner (each a “Prize Winner”) per Pillar for the Contest. Prize Winners will be selected based upon the Submission receiving the highest score for the respective Pillar (as outlined in the “JUDGING” section of these Official Rules). Limit of one (1) Prize per Business. A Business may enter one (1) Submission per Pillar.

**HOW TO ENTER:** Visit <http://www.pcm.com/whatnewcando/workplacemakover> or <http://www.tigerdirect.com/go/workplacemakeover> (each a “Website” or collectively the “Websites”) and fill out the online entry form on the Website landing page, submit a written statement and upload a photo or video to enter the respective Pillar (the “Submission”). Business must complete the online entry form in its entirety to include company name, company address, and full name of the person completing the Submission, phone number, email address, and Pillar. Then provide a written statement of up to 1,000 words and upload either a photo or video explaining why your organization should be selected as the Prize Winner per the description of the respective Pillar on the Website. Upon completing the Submission, click the “Enter Now” button and the Business will receive one (1) Submission into the Contest for the respective Pillar.

Videos should be no longer than 8 minutes long and must be submitted in MP4/MOV format. Photos should be no larger than 10MB and must be submitted in JPG format. Businesses should only submit videos and photos of the aspects of the Business and not contain any third party persons unless third party persons have signed a release form from the Business. Business may be asked by Sponsor to provide the third party release form for any advertising/promotional purposes in connection with the Contest. Any video or photo that contains third party persons will be disqualified if a third party release is unable to be provided.

**There is a limit of one (1) Submission per Business per Pillar for the Contest.**

Neither Sponsor, nor any other Contest Entity, are responsible for any Submission that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, Submissions not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

By submitting a Submission, Business and Prize Winner grants Sponsor and their affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the Submission and/or the workplace makeover (to include any videos, photos or written works of the workplace makeover), in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Submission and/or the workplace makeover to Sponsor affiliates, its marketing agencies, and to third parties for these purposes. Submission must be truthful in all respects. Business and Prize Winner further agrees and warrants that he/she may not submit any Submission that is known or that should be known at the time by the Business that (a) is false, inaccurate, or misleading; (b) infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); or (d) is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation.

**NON-QUALIFYING SUBMISSIONS:** Submissions (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm; (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive; (c) containing and displaying third-party brands prominently and intentionally or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light; or (d) otherwise violate these Official Rules, as determined by Sponsor, in their sole discretion, will be disqualified from the Contest. Sponsor reserves the right to disqualify a Submission with offensive content or material that it feels inappropriate in any way. Each Submission submitted must be an original work, never previously published, manufactured or produced. Late Submissions or Submissions sent via any other method than those stated above will not be accepted.

**JUDGING:** On or about November 2, 2018, a Sponsor representative will judge all eligible Submissions received for each Pillar during the Contest Period based on the following criteria:

**Productivity:** Submission should clearly articulate how new PC devices with new 8<sup>th</sup> generation Intel Core Processors, Windows 10 Pro, and modern mobile capabilities will boost the Productivity of your workplace.

**Security:** Submission should clearly articulate how refreshing your current systems to new 8<sup>th</sup> Generation Intel Core Processor based devices with Windows 10 Pro will help secure their environment.

**Total Cost of Ownership:** Submission should clearly articulate how refreshing your current systems to new 8<sup>th</sup> Generation Intel Core Processor based devices with Windows 10 Pro will help reduce total cost of ownership.

The Submission that receives the highest score in each Pillar will be deemed the Prize Winner. In the event of a tie, the Sponsor will re-judge any tied Submissions within the Pillar to determine the Prize Winner. Judging of tied Submissions will be based upon the following:

- Does the Submission include supporting videos or pictures?
- Is the Submission particularly innovative or use creative descriptions?

Sponsor may perform as many 'tiebreakers' needed in order to determine a Prize Winner for each Pillar.

The judging of Submissions will be conducted under supervision of the Sponsor, whose decisions are based upon their sole interpretation of these Official Rules and are final and binding in all respects.

Sponsor reserves the right not to award all Prizes if, in its sole discretion, it receives an insufficient number of eligible and qualified Submissions. Prize awards are subject to verification of eligibility and compliance with the terms of these Official Rules.

**PRIZES:** One (1) prize of a workplace makeover will be awarded to each Prize Winner (the "Prize"). Each Prize will consist of any or all of the following: i) hardware, ii) software, and iii) services in the amount of up to \$30,000. The type of hardware, software and services will be determined by the Sponsor based on the respective Pillar. The Prize Winner may review and provide feedback on the hardware, software and services being offered, but Sponsor will have the final decision. The total value to be awarded towards any hardware, software and services offered based on the respective Pillar would be a maximum of \$30,000. A tax payment of 30% will be made to the IRS on behalf of the Prize Winner. The value of the tax payment will be determined based on the actual value of the Prize at the time of award. The Prize Winner will be responsible for any tax liability that exceeds the 30% tax payment made by the Sponsor to the IRS. Total approximate retail value ("ARV") of each Prize is a maximum of \$39,000.

The total ARV of all prizes to be awarded is a maximum of \$117,000.

**RESTRICTIONS: Limit of one (1) Prize per Business for the Contest.** Prize Winners agree that all Prizes are being provided "as is," and the Released Parties (as defined in the "NO LIABILITY" section below) make no warranty, representation or guarantee regarding any Prize, including but not limited to its quality, condition, merchantability or fitness for a particular purpose. No transfer, substitution, or cash redemption of Prizes is permitted, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if a Prize or element thereof becomes unavailable due to reasons beyond the control of the Sponsor. Prize Winners are solely responsible for any federal, state, and local taxes if applicable. No more than the number of Prizes set forth in these Official Rules will be awarded. Contest Entities are not responsible for any changes of any element of the Prize, nor are they liable for any expenses incurred as a consequence of the makeover.

**NOTIFICATION: POTENTIAL PRIZE WINNERS WILL BE NOTIFIED WITHIN SEVEN (7) DAYS OF VERIFICATION OF ALL PRIZE WINNERS BY A SPONSOR REPRESENTATIVE VIA EMAIL (THE "NOTIFICATION").** Each potential Prize Winner must respond to the Notification within the date and time frame indicated. In the event that: (a) a potential Prize Winner fails to respond to the Notification the date and time frame indicated; (b) a potential Prize Winner fails to supply the Required Documents (as defined in the "PRIZE CLAIMS" section below); (c) any Notification is returned as undeliverable; and/or (d) it is determined by the Sponsor, in their sole discretion, that the potential Prize Winner is not eligible in accordance with these Official Rules, such potential Prize Winner will be disqualified and an alternate Prize Winner will be selected based upon the Business whose Submission received the next highest score in the respective Pillar. All Prize Winners consent to use of the Business name, likeness, biographical information, videos, photos and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning a Prize).

**PRIZE CLAIMS:** Prize Winner must complete in its entirety and sign an Affidavit of Eligibility/Liability/Public Release Form (the "Release") or any additional paperwork required by Sponsor along with an IRS Form W-9, (collectively the "Required Paperwork"). If the Prize Winner fails to sign and return the Required Paperwork within the required time frame, the Prize Winner forfeits his/her right to the Prize and an alternate Prize Winner will be selected based upon the Business whose Submission received the next highest score in the respective Pillar. The value of the Prize may be taxable as income and the Prize Winner is solely responsible for any taxes, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the Prize. Sponsor (or a third party acting on its behalf) must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Prize Winner and will be reported to the Prize Winner and the Internal Revenue Service in the form of a Form 1099.

**GENERAL RULES OF PARTICIPATION:**

- i. **LIABILITY RELEASE:** By participating in this Contest, Businesses and Prize Winners release each and all of the Contest Entities, from any and all liability, damages or causes of action

- (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of the Prizes awarded, including, without limitation, liability for personal injury, death or property damage.
- ii. **FINALITY OF DECISIONS:** By participating in this Contest, Businesses agree to be bound by these Official Rules and the decisions of the Sponsor/independent judges, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Contest any Business it believes has violated these Official Rules.
  - iii. **PROMOTIONAL USAGE:** Except where prohibited, winning a Prize constitutes permission for Sponsor and its agencies to use Prize Winners' Business name, addresses (city & state/province/territory), videos, photos, voices and/or likenesses for purposes of advertising, promotion and publicity, for this Contest only, without further compensation, unless prohibited by law.
  - iv. **LOST OR MISDIRECTED SUBMISSIONS:** Sponsor and/or Contest Entities are not responsible for lost, late, misdirected, undeliverable or incomplete Submissions, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, Submissions not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.
  - v. **CHEATING, HACKING, & DECEPTIVE SUBMISSIONS:** Sponsor may prohibit a Business from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Business is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Business, Sponsor, or Contest Entities.
  - vi. **UNFORSEEN TECHNICAL DIFFICULTIES:** If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest and select Prize Winners from those Submissions received up to the cancellation/suspension date. Notification of such action will be provided on the Website.
  - vii. **JURISDICTION:** This Contest is governed by the laws of the United States without regard to conflict law provisions or principles.
  - viii. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**NO LIABILITY:** By participating, Business agrees to release, discharge, indemnify and hold harmless the Sponsor, the Contest Entities and each of their respective officers, directors, employees, representatives and agents (the "Released Parties") from and against any claims made by Prize Winners, Businesses, or any other third parties, related in any way to the operation of this Contest, as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

**WINNER'S LIST/RULES REQUEST:** For the names of the Prize Winners, please submit a self-addressed, stamped envelope to be received by November 30, 2018 to "Workplace Makeover" Contest (please specify "Winner's List"), PO Box 10505, Rochester, NY 14610. A copy of these Official Rules may be obtained on the Website during the Contest Period.

**SPONSOR:** PCM Sales Inc., 1940 East Mariposa Ave El Segundo CA 90245.

*This Contest shall not be published without permission of the Sponsor.*