



NETGEAR® “NIGHTHAWK® X8-WHAT TYPE OF FANTASY FOOTBALL PLAYER ARE YOU?” SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. TO ENTER YOU MUST BE A LEGAL U.S. RESIDENT AND 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, U.S. MILITARY INSTALLATIONS IN FOREIGN COUNTRIES AND WHERE PROHIBITED OR RESTRICTED BY LAW.

PROMOTION PERIOD: The NETGEAR Nighthawk X8-What Type of Fantasy Football Player Are You? Sweepstakes (“Sweepstakes”) begins at 12:01 A.M. Pacific Time (“PT”) on October 12, 2015 and ends at 11:59 P.M. PT on November 12, 2015 (“Promotion Period”). The winners will be selected in a random drawing from among all eligible entries received.

ELIGIBILITY: The Sweepstakes is open only to individuals 18 years of age or older at time of entry and who are legal residents of the 50 United States or Washington D.C. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations, in foreign countries, and where prohibited or restricted by law. Employees of NETGEAR, Inc. (“Sponsor”), Fifty and Five (“Sweepstakes Administrator”), and each of their respective parents, affiliates, subsidiaries, promotion partners, prize suppliers, promotion, advertising and promotional agencies, participating vendors, dealers, or any other company involved with the design, production, execution or distribution of the Sweepstakes (all of the above collectively referred to as “Promotion Entities”) and the immediate family members and persons living in the households of each of them are not eligible to enter. “Household member” shall mean people who share the same residence at least 3 months a year. All federal, state, and local laws and regulations apply.

HOW TO ENTER:

1. **Online Entry:** Enter the Sweepstakes by visiting the Nighthawk X8-What Type of Fantasy Football Player Are You? Sweepstakes Page (“Application”) at www.netgear.com/fantasyfootballsweepstakes and completing the quiz. Only complete and valid entries will be eligible. Maximum of one entry, per email address, per method of entry per day. Entries received in excess of the above stated limitation from any person or email address will be void. All entries must be received by 11:59 P.M. PT on November 12, 2015 to be eligible.
2. **Mail-In Entry:** To enter by mail, on a 3” x 5” piece of paper, handprint your first and last name, complete mailing address, city, state, ZIP, phone number and email address and mail it to: “Nighthawk X8-What Type of Fantasy Football Player Are You?,” C/o Fifty and Five, 1604 Aviation Blvd., Ste 101, Redondo Beach, CA 90278. Mail in entries must be postmarked by November 12, 2015 and received by November 17, 2015. Each mail-in entry must be mailed separately. Only one (1) mail-in envelope per person, per day.

By entering the Sweepstakes, each entrant warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from participating in the Sweepstakes. Entrant agrees that Promotion Entities shall retain full authority, in their sole discretion, to interpret and administer these Official Rules, and agrees to be bound by all decisions and interpretations made by Promotion Entities.

The clock on Sponsor’s computer will be the official clock for the Sweepstakes. Sponsor may not acknowledge receipt of an entry. All entries shall become the sole property of Sponsor and will not be returned. Entries received via script, macro, automated computer program or any non-human mechanism, entity, or device, and entries that are late, tampered with, incomplete, misdirected, lost, misplaced, or otherwise not in compliance with these Official Rules will be disqualified. Promotion Entities and are not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, Internet Service Provider (ISP), technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures or any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise; or any injury or damage to entrant’s or any other person’s computer related to or resulting from entering, participating in, or accessing or downloading information in connection with this Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent entries or entries suspected of being fraudulent, any individual it finds tampering with the operation or entry process of the Sweepstakes, or acting in violation of these Official Rules.

In the event of a dispute as to the owner of an entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry is made. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. An entrant may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with an entry.

WINNER SELECTION AND NOTIFICATION: (1) One grand prize winner and (3) three first prize winners will be randomly selected from among all eligible entries received during the Promotion Period by the Sweepstakes Administrator on or about November 19, 2015, whose decisions are final on all matters relating to the Sweepstakes. Odds of winning are dependent upon the number of eligible entries received. Potential winner(s) will be notified by email and/or U.S. mail. In the event that Sweepstakes Administrator cannot contact the potential winner Administrator will randomly select a new potential winner from the remaining eligible entries received during the Promotion Period according to these rules.

PRIZES:

GRAND PRIZE: (1) One Grand Prize Winner will receive (1) One Nighthawk X8 Router and (1) One ReadyNAS 212 Storage device.

FIRST PRIZE: (3) First Prize Winners will receive (1) One Nighthawk X8 Router.

Approximate retail value of each product: Nighthawk X8 Router: \$399.00, ReadyNAS 212 Storage device: \$329.00 (diskless)

Odds of winning the Grand Prize or First Prize depends upon the number of eligible entries received during the Promotion Period.

Limit one (1) prize per person (includes one product, per household). Winner(s) are solely responsible for all federal, state and local taxes, if applicable, as well as all costs and expenses associated with prize acceptance and use not expressly provided for above. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No substitution or transfer of prizes or cash redemptions permitted by the winners. Sponsor reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, at its sole discretion. Sweepstakes Administrator will issue 1099 tax form as required by law. Other restrictions, conditions, and limitations may apply. Prizes are not redeemable for cash.

GENERAL CONDITIONS: By entering the Sweepstakes, entrants agree to be bound by the terms of these Official Rules. By participating in this Sweepstakes, each entrant consents to use of his/her name/likeness for advertising/publicity purposes without additional compensation or notification to, or permission from entrant or any other third party, except where prohibited by law. By entering the Sweepstakes, entrants agree to release, discharge, indemnify, and hold harmless the Promotion Entities from any and all claims, actions, and/or liability or any injuries, death, loss or damage of any kind, to person or property, arising from or in connection with entrant's participation in or entry into the Sweepstakes, the use of any entry, or the acceptance or use or misuse of the prize won (including any travel/activity related thereto). If Sweepstakes Administrator and Sponsor determines, in their sole discretion, that there is any suspected or actual tampering with the Sweepstakes or if technical difficulties or any other causes corrupt or affect the administration, security, fairness, or compromise the integrity of the Sweepstakes, Sweepstakes Administrator and Sponsor reserve the right to void the entries at issue and/or terminate or modify the Sweepstakes and determine the potential Winner(s) from among all eligible entries received as of the termination date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at www.facebook.com/netgear. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action. Entries for entrant made by any other individual or entity and/or originating at any other Internet website or e-mail address that is not entrant's, including but not limited to commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and ineligible for this Sweepstakes.

INTERNET: The use of any automated means that permits the entrant to automatically enter repeatedly is prohibited. Promotion Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Promotion Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation

in the Sweepstakes or downloading any materials in the Sweepstakes. The personal information that entrants submit online will be subject to Sponsor's privacy policy. Sponsor may use the information you submit to offer you information on other offers or products or services. For a copy of Sponsor's privacy policy please go to <http://www.netgear.com/about/privacy-policy/>. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

CAUTION: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL PROMOTION ENTITIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR, OR ACCEPTANCE OR USAGE OF A PRIZE, INCLUDING WITHOUT LIMITATION, DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF PROMOTION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF PROMOTION ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.

WINNERS LIST: Winners will be posted at www.facebook.com/netgear once the Sweepstakes has ended.

SEVERABILITY: If any one or more provisions of these Official Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.

FORCE MAJEURE: The failure of the Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsor or other force majeure event shall not be considered a breach of these Official Rules.

SPONSOR: NETGEAR, Inc., 350 E. Plumeria Drive, San Jose, California, 95134.

SWEEPSTAKES ADMINISTRATOR: Fifty and Five, 1604 Aviation Blvd., Ste 101, Redondo Beach, CA 90278

APPLICABLE LAW: These rules are governed by the laws of the State of California, United States of America, without giving effect to conflicts of law rules. Entrants submit themselves to the exclusive jurisdiction of the State and federal courts sitting in San Jose, California.

You understand that you are providing your information in this Sweepstakes to NETGEAR, Inc.

// End of Official Rules //