



BenQ Cares RevolutionEyes™ LCD Monitor Upgrade*

You could Win a BenQ RevolutionEyes™ LCD Monitor Upgrade

Enter at BenQ's RevolutionEyes Microsite <http://info.benq.us/revolutioneyes> by uploading a video describing why you need an LCD monitor upgrade. Please provide:

- Name
- Email address with .edu or valid college/university email account
- Phone number
- College/University
- Brand and model of current monitor
- Why you need an LCD monitor upgrade by posting a video link

to be entered into the RevolutionEyes™ LCD Monitor Upgrade **

Entry deadline is September 30, 2014, 11:59pm Pacific Time

*Must be 18 years of age or older and must be a part-time or full-time student at an accredited college or university

*The BenQ RevolutionEyes™ LCD Monitor Upgrade is open only to legal residents of the United States of America (excluding residents of Puerto Rico and other US territories or possessions).

** If you win, you will get a BenQ RevolutionEyes™ LCD Monitor Upgrade. The winner must send the old monitor being upgraded after receiving the new BenQ RevolutionEyes™ LCD Monitor.

*** By entering this RevolutionEyes LCD Monitor Upgrade, you confirm that you have read and accepted the Official Rules & Terms in this document

BenQ RevolutionEyes™ LCD Monitor Upgrade OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER OR WIN

1. Official Rules. Entry to the "BenQ RevolutionEyes LCD Monitor Upgrade" (the "Upgrade") will constitute your full and unconditional acceptance of these Official RevolutionEyes Upgrade Rules and your agreement to be bound by them. You further accept that BenQ America Corp.'s decisions are final and binding in all matters related to this RevolutionEyes Upgrade. Winning a prize is contingent upon fulfilling all requirements set forth herein. These Official RevolutionEyes Upgrade Rules take effect immediately on your entry to the RevolutionEyes Upgrade. If these Official RevolutionEyes Upgrade Rules are not accepted in full, then you should not enter the RevolutionEyes Upgrade.

2. Sponsor. BenQ America Corp. ("BenQ"), 3200 Park Center Dr., Suite 150, Costa Mesa, CA 92626

3. Eligibility. The "BenQ RevolutionEyes Monitor Upgrade" (the "Upgrade") is open only to legal residents of the United States of America (excluding residents of Puerto Rico and other US territories or possessions), aged eighteen (18) or over as of August 1, 2014, who currently owns a computer monitor



of any brand in need of an upgrade. Employees of BenQ America Corp. and any of its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Upgrade is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

4. Winner Selection and Prize. A BenQ RevolutionEyes LCD Monitor (MSRP approximately \$300) will be given away based on the winner's upgrade need as determined by BenQ at its sole discretion. Winner will be determined on the following two stages:

Stage I. Up to five (5) winner candidates ("Finalists") will be selected by a designated BenQ employee at his/her own sole discretion by October 6, 2014 based on the video describing the pressing reason for the upgrade submitted by the entrants.

Stage II. One (1) final winner will be chosen from the Finalists by a panel of designated BenQ employees by October 10, 2014 based on the most pressing reason for the upgrade supported by the video submitted by the entrant. BenQ's decision will be final.

5. Entries submission Period and Winner Announcement. The RevolutionEyes Upgrade begins on August 12, 2014 at 12:01 a.m. Pacific Standard Time ("PST"), ends on September 30, 2014, 11:59pm Pacific Standard Time (the "Upgrade Period"). The winner will be announced by October 17, 2014 via email to the winner and by posting on <https://www.facebook.com/BenQUSA>. Any entry that is not submitted by the indicated deadline (for any reason whatsoever, including technical difficulties attributable to BenQ's website), that is incomplete, illegible or that does not comply with the Official RevolutionEyes Upgrade Rules will be automatically disqualified.

6. How to Enter. During the Upgrade Period, visit <http://info.benq.us/revolutioneyes> with a valid email address for an accredited college or university, brand and model of current computer monitor owned by the entrant, and a link to a video with the reason an LCD monitor upgrade is needed. Video must be communicated in the English language and be no longer than 2 minutes in length. Video must not be obscene, lewd, violent or offensive and content must be suitable for the general public. By submitting your email address, you agree to the Official RevolutionEyes Upgrade Rules. Only one entry is allowed per person and one entry per account. Duplicate or multiple entries will automatically disqualify an entrant.

7. Account Holder. In the event of a dispute arising or related to the Upgrade, the authorized account holder, at time of entry, of the email address used to submit the respective entry will be deemed to be the entrant and must comply with these Official Upgrade Rules. The "authorized account holder" is the natural person to whom an email address is assigned by an educational institution that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being the authorized account holder.

8. Winner Notification and Claiming the Prize.

a. Potential final winner will be notified by email by October 10, 2014 and will have five (5) days from the date of the notification to respond with his or her full contact information and claim the prize or forfeit.

b. The email notice will be accompanied by the following documents: (i) Affidavit of Eligibility and (ii) Liability & Publicity Release ("Forms").



c. The Winner will be required to execute and return the Forms to BenQ, within ten (10) days of the notice date in order to claim the Prize.

d. Once BenQ receives and verifies the duly signed Forms, BenQ will post the winner's name on <https://www.facebook.com/BenQUSA>. A list of winner also can be obtained by contacting BQAMarketing@benq.com no later than October 31, 2014.

e. If the winner cannot be contacted within a reasonable time period, fails to respond to the email notification within the required time period, fails to execute and return the Forms within the required time period, is not in compliance with these Official Upgrade Rules, or the prize notification is returned as undeliverable, such winner will forfeit the prize.

f. If the winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in BenQ's sole discretion. Only three (3) alternate winners will be selected through this process, after which the applicable prize will remain un-awarded.

g. Acceptance of the prize shall constitute and signify winner's agreement and consent that BenQ and its designees may use the winner's name, city, state, likeness, photo, winner's monitor information, upgrade reason, video and/or prize information in connection with the Upgrade for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet (Tennessee residents excepted), without limitation and without further payment, notification, permission or other consideration, unless prohibited by law. By accepting the prize, the winner herein irrevocably grants, transfers, conveys and assigns all intellectual property rights in their entirety to or related to the video, including but not limited to copyright, to BenQ without any further compensation other than the prize and without any restrictions of any nature for BenQ's worldwide commercial use and exploitation in any and all media whether now known or hereafter developed, including using the video in BenQ advertisement for the sale of BenQ products.

h. The prize will be shipped to the winner within 8-10 weeks after BenQ receives all completed and duly signed Forms and verifies winner status and information. The prize cannot be shipped to a Post Office box. The winner must send the old monitor being upgraded after receiving the new BenQ RevolutionEyes™ LCD Monitor. BenQ will provide a FedEx prepaid shipping label for sending the winner's old monitor being upgraded. The winner should return the old monitor to BenQ within 10 days of receipt of the FedEx shipping label.

i. If you accept the prize, you will be solely responsible for all applicable taxes related to accepting the prize.

9. Use of Entrants Information. BenQ will be collecting and using personal data about entrants to this RevolutionEyes Upgrade in accordance with its privacy policy. Please review BenQ's privacy policy at <http://benq.us/legal/>. By participating in the RevolutionEyes Upgrade you hereby agree to BenQ's collection and usage of your personal information and you agree to receive emails from, or on behalf of, BenQ. Whenever you receive an email from BenQ, you will have the option of discontinuing any further emails. BenQ will not share your information with third parties without your permission.

10. General

a. You understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official RevolutionEyes Upgrade Rules.



- b. BenQ will only accept one entry per person and per email address. The same person cannot enter the RevolutionEyes Upgrade via two different email addresses.
- d. No cash alternative to the prize will be offered.
- e. BenQ reserves the right to substitute the prize (or any element of it) for an alternative one of the same or higher value. The prize is personal to the individual entering and winning the RevolutionEyes Upgrade. If selected as a winner, you may not designate someone else as the winner or to receive the prize in your place.
- f. If any of these Official RevolutionEyes Upgrade Rules should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Official RevolutionEyes Upgrade Rules and the remaining terms shall survive and remain in full force and effect.
- g. By submitting your video, you represent and warrant that the video is an original work created solely by you, that the video does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in your video.
- h. BenQ is not responsible for lost, late, stolen, damaged, invalid, un-intelligible, garbled, delayed or misdirected RevolutionEyes Upgrade entries; all of which will be void.
- i. BenQ's failure to enforce any term of these Official RevolutionEyes Upgrade Rules shall not constitute a waiver of that provision.
- j. You the entrant, agree to indemnify BenQ, its parent company, their directors, employees and agents against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of your breach of these Official RevolutionEyes Upgrade Rules.

11. Reservation of Rights. If, in BenQ's sole discretion someone cheats, or a virus, bug, catastrophic event or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this RevolutionEyes Upgrade, BenQ reserves the right to cancel, change or suspend this RevolutionEyes Upgrade. If this happens, BenQ will notify all entrants of the cancellation, change or suspension via email sent to the email address listed on their entry. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the RevolutionEyes Upgrade, BenQ reserves the right to select winners from among all eligible entries received before BenQ had to cancel, change or suspend the RevolutionEyes Upgrade.

12. Release. By participating, you agree to release and hold harmless BenQ, its parent company, their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the RevolutionEyes Upgrade or receipt or use or misuse of any prize.

13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the RevolutionEyes Upgrade; (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 RevolutionEyes Upgrade process or the RevolutionEyes Upgrade; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the RevolutionEyes Upgrade, the uploading, the processing or judging of RevolutionEyes Upgrade entries, the announcement of the prizes or in any RevolutionEyes Upgrade-related materials; (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 RevolutionEyes Upgrade or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable RevolutionEyes Upgrade 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. Released Parties are not responsible for any unauthorized third party use of any RevolutionEyes Upgrade entries.

14. Governing Law. These Official Rules and this RevolutionEyes Upgrade will be governed by the laws of California, and you consent to the exclusive jurisdiction and venue of the state and federal court in Orange County, California for any disputes arising out of or related to this RevolutionEyes Upgrade. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this RevolutionEyes Upgrade or any prize awarded will be resolved individually, without resort to any form of class action and any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this RevolutionEyes Upgrade, but in no event attorneys' fees.