

# March into Savings Contest: Official Rules

**Purchase is required to enter or win. Additional purchases will not increase your chances of winning. Void where prohibited.**

**1. Eligibility:** The Radeon March into Savings (the “Contest”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are 18 years of age or older as of the Entry Period (defined below) or have reached the age of majority in their jurisdiction of residence, whichever is older. Potential winner(s) from Canada may be required to correctly answer a mathematical skills-testing question without any assistance in order to be eligible to receive a prize.

**2. Sponsor:** The Contest is sponsored by Dataram Corporation, 777 Alexander Rd Ste 100, Princeton, NJ 08540 (“Dataram” or “Sponsor”).

**3. Agreement to Official Rules:** Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry Period:** The Contest begins March 16, 2015 at 12:01am Eastern Time (“EDT”) and ends March 31, 2015 at 11:59 pm EDT (the “Entry Period”). Entries that are submitted before or after the Entry Period will be disqualified. Sponsor’s computer will be the official timekeeping device for the Contest.

**5. Submit an Entry:** To participate in the Contest, entrants must purchase a discounted copy of any Radeon™ RAMDisk software with discount code MARCH25OFF. All successful purchases will automatically be entered into the contest. Limit one (1) per person. Sponsor is not responsible for late, incomplete, invalid, altered, unintelligible or misdirected entries, which will be void. In the event of a dispute as to the legitimacy of a purchase in regards to the automatic entry into the contest, the person demonstrating to Sponsor’s satisfaction, as determined in Sponsor’s sole discretion, that he or she is the authorized holder of an e-mail receipt will be deemed to be the entrant. The “authorized holder of the e-mail account” is the natural person assigned by an Internet access provider, online service provider, Internet service provider or other similar organization to the email address used to post the comment.

**6. Winner Selection:** Sponsor will select five (5) potential winners at random on or about April 13, 2015 ("Drawing Date") from all eligible entries received during the Entry Period. Winner does not need to be present at the drawing to win. Limit one prize per entrant regardless of the number of entries submitted. The first five potential winners selected are eligible for a top tier prize. If multiple entries from one entrant are selected in the random drawing, all but the first of such entries will be ineligible and alternate potential winners will be selected at random.

**7. Prizes:**

Top tier prizes: Five (5) Radeon™ R7 480G SSD. Approximate Retail Value: \$360 USD each.

The odds of winning the prize depend upon the number of eligible entries received. Prizes are not transferable, and no cash substitutes for prizes are available, except by Sponsor, which reserves the right, in its sole discretion, to substitute different prizes of comparable value. Sponsor's decisions shall be final and conclusive in all matters relating to the Contest. Applicable local, state, and federal taxes and any customs charges or tariffs on prizes are the sole responsibility of and must be paid by the winner(s).

**8. Prize Notification and Delivery:** Each potential winner will be notified by the email provided during the purchase process after the Drawing Date. Each potential winner may, at Sponsor's discretion, be required to sign and return an affidavit of eligibility and release of liability, as well as a publicity release, except where prohibited by applicable law. Failure to return a signed affidavit and release of liability prior to accepting delivery of the prize may result in forfeiture of the prize, except where prohibited by applicable law. Proof of sending will not be deemed to be proof of receipt by Sponsor. If for any reason a potential winner cannot be reached after a reasonable attempt has been made, or does not return a signed affidavit and release, the prize will be awarded to an alternate winner, selected by random drawing from among remaining eligible entries. The prize will be sent to a shipping address designated by entrant. Allow a minimum of eight (8) to ten (10) weeks for delivery. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. Potential winner(s) may waive their right to receive a prize, in which case an alternate winner will be selected in the manner described above. The reporting and payment of any taxes on prizes are the sole responsibility of the winner(s). If required, any applicable forms will be filed with the appropriate taxing authority.

**9. Publicity:** Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's use of winner's name, image, likeness, personal testimonial and city and country of residence for promotional purposes in any media or format, worldwide, without further payment or consideration, including but not limited to posting winner lists online.

**10. General Conditions:** Sponsor reserves the right to terminate, amend, suspend or modify this Contest in whole or in part, at any time and without notice or obligation, if in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or of any other provision of these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be

invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**11. Release:** By receipt of the prize, the winner agrees to release and hold harmless Sponsor, Dataram, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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, damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**12. Limitations of Liability:** Released Parties are not responsible, to the extent permitted by law, for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or omission or by any of the equipment or programming associated with or utilized in the Contest; (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 process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that : (1) any and all disputes, claims and causes of action arising out of, or connected with this Contest 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 appropriate California State Court located in Santa Clara County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, 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 (whether of the State of California or any other jurisdiction), which would cause the application of the laws of

any jurisdiction other than the State of California. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply to you.

**14. Winners List; Posting of Official Rules:** These Official Rules and a list of winners will be available for at least thirty (30) days after the Drawing Date on [www.radeonramdisk.com/MarchSavings](http://www.radeonramdisk.com/MarchSavings).

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