

# Ergotron Upgrade Your CubeLife Sweepstakes

## Official Rules



**NO PURCHASE NECESSARY.** A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE FOLLOWING PROMOTION IS INTENDED FOR THE LEGAL RESIDENTS OF UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW.

1. Overview: Ergotron will conduct an ongoing series of prize giveaways over a 4 week period. There will be a weekly random drawing where the winner will be allowed to choose from the prize selection listed below. Winners will be announced on the Friday of each week, and there will be a total of four weekly winners throughout the Sweepstakes. The following terms shall govern the Promotion in its entirety.
2. Ergotron's Upgrade Your CubeLife Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, Officers, and Directors of Ergotron, Inc. ("Ergotron") and its subsidiaries and affiliated companies, and their immediate families and those living in their households, are not eligible. Void where prohibited or restricted. Subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. Sponsor: Ergotron, Inc. 1181 Trapp Road, St. Paul, Minnesota, 55121.
4. To enter, fill in your name, complete address, daytime telephone number, and e-mail address on the Official Online Entry Form at <http://promos.ergotron.com> or you may submit via postcard to Ergotron, Inc., Attention: Sweepstakes, 1181 Trapp Road, St. Paul, MN 55121. There is a limit of one entry per person. Subsequent entries will be void. Each online entry must be manually keystroked by entrant.

The sweepstakes begins October 5, 2009 at 9:00 a.m. Central Standard Time ("CST") and ends on October 30, 2009 at 9:00 a.m. CST, based on the official time listed on Sponsor's computers (The "Promotion Period"). Postcard entries must be physically received by Sponsor by 9:00 a.m. CST, October 30, 2009. Entries submitted before or after the Promotion Period will not be eligible. Your entry must be received by 9:00 a.m. CST on the Friday of each week to be eligible for that week's drawing.

5. Winners will be determined by a random weekly drawing conducted by an Ergotron representative ("Administrator"), and the weekly winner will be announced on the Friday of each week with the last drawing on October 30, 2009. Winners will be notified by email or by telephone on or about November 7, 2009. Each winner will have fourteen (14) days from receipt of notification by certified mail to accept the prize. Ergotron and its agencies shall not be liable for unsuccessful efforts to notify a winner.
6. Winners must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. The Potential Winner will be required to sign and return to Administrator, within 14 days of the receipt of notice by certified mail, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) in order to claim his/her prize and fulfill any such other requirements as determined by Administrator. If a potential winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (when applicable), potential winner forfeits prize. In the event that a winner is disqualified or unable to claim a prize for any reason, Administrator may select an alternate winner in a random drawing from among all remaining eligible entries.
7. The individual winner of each weekly giveaway (4 winners in total) will be allowed to choose one of the following prizes in the column at right:

Neo-Flex® All-In-One SC Lift Stand, Secure Clamp	\$119
Neo-Flex® All-In-One Lift Stand	\$79
Neo-Flex® Extend LCD Arm	\$129
LX Desk Mount Arm	\$169
MX Desk Mount LCD Arm	\$169
Neo-Flex® LCD Arm	\$79
Neo-Flex® LCD Stand	\$49
Neo-Flex® Widescreen Lift Stand	\$149
Neo-Flex® Notebook Lift Stand	\$79
LX Desk Mount Notebook Arm	\$179
Neo-Flex® Combo Lift Stand	\$179
Neo-Flex® Dual LCD Lift Stand	\$149
LX Dual Side-by-Side Arm	\$329
LX Dual Desk Mount Arm	\$299
LX Dual Display Lift Stand	\$259
LX Triple/Dual Display Lift Stand	\$299
DS100 Dual-Monitor Desk Stand, Horizontal	\$199
DS100 Dual-Monitor Desk Stand, Vertical	\$269
DS100 Triple-Monitor Desk Stand	\$299

For more information on these products, see <http://www.ergotron.com/Products/DeskMounts/tabid/71/language/en-US/default.aspx>

All values listed reflect the approximate manufacturers suggested retail value in U.S. dollars. All estimated values are subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. No cash or other substitution may be made, except by the Sponsor, who may substitute a prize of equal or greater value. Potential winners are subject to verification. Winners are solely responsible for any taxes on the prizes and may receive an IRS Form 1099 for the value of the prizes. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner, in Sponsor's sole opinion. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from 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. In the event of a dispute as to any online entry, the authorized account holder of the email address indicated when registering a screen name will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential winner may be required to show proof of being the authorized account holder.
9. Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless Ergotron, and their respective parents, affiliated companies, subsidiaries, distributors, and resellers (the Released Parties) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) technical errors related to computers, servers, providers, telephone or network lines; (b) printing errors; (c) errors in the administration of the Sweepstakes or the processing of entries; (d) late, lost, damaged, incomplete, illegible, or unintelligible entries; (e) failed, incomplete, garbled, unintelligible, or delayed computer messages; or (f) personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting in whole or in part from participation in the Sweepstakes, use of the web site, the download of any information from the web site, or receipt or use of a prize. 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, un-awarded, eligible prize claims.
10. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without relying on any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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; and (d) any potential legal action must be brought in the United States District Court of Minnesota. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Sweepstakes. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
11. Privacy Notice: Sponsor collects personal data when you participate in this Sweepstakes. Information collected from entrants is subject to Ergotron's Privacy Policy located at [www.ergotron.com](http://www.ergotron.com). Except where prohibited, acceptance of a prize shall constitute and signify a winner's consent to the use of his/her name, address (city and state only) for advertising and promotional purpose without further compensation. By registering to enter the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. You have the right to access, withdraw, and correct your personal data at any time.
12. Winner List. Winner List requests will only be available after the promotion end date (listed above). For a list of winners, send a self-addressed, stamped envelope to: Ergotron, Attn: Sweepstakes Committee, 1181 Trapp Road, St. Paul, Minnesota, 55121.