

**THINKGEEK SWEEPSTAKES**  
**Official Rules**

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

As a condition of participating in the ThinkGeek Scottevest Pocket Operative Contest (the "Sweepstakes"), entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of ThinkGeek, Inc. ("Sponsor"), whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

**1. ELIGIBILITY**

The Sweepstakes is open to all legal residents of the United States, Canada (void in Quebec), Belgium, Germany, Japan, Switzerland, Taiwan, and the United Kingdom who are twenty-one (21) year of age and older as of October 15, 2013.

Directors, officers, employees, contractors, agents or representatives of ThinkGeek, Inc., and/or its affiliate companies, and their suppliers, as well as the immediate family of the employees (including spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households as the employees, whether related or not, are not eligible. The Sweepstakes is subject to all applicable federal, provincial, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**2. HOW TO ENTER**

The Sweepstakes begins 11:00AM Eastern Time on October 15, 2013, and ends at 11:59 PM Eastern Time on October 20, 2013 ("Promotional Period"). During the Promotional Period, you may enter by two methods:

- (a) Follow the instructions found at [www.thinkgeek.com/contests/alphajacket/index.shtml](http://www.thinkgeek.com/contests/alphajacket/index.shtml); or
- (b) Hand-print your first and last name, email address, mailing address, city, state, zip code, daytime phone number (including area code) and date of birth on a 3"x 5" card, and mail it in a stamped envelope, hand printed, to: ThinkGeek, Inc., Attn: Scottevest Pocket Operative Contest, 11216 Waples Mill Rd., Suite 100, Fairfax, VA 22030. ("Mail-in Entry"). You will receive one entry into the Sweepstakes for every card you mail in. Entrant may enter as often as desired during the Promotional Period. All Mail-in Entries must be postmarked by October 20, 2013 and received by October 20, 2013 to be eligible. No mechanical reproductions (such as photocopies) are permitted. Entries that are lost, late, illegible or incomplete for any reason will not be eligible.

Any form of entry other than those described herein is void. All entries, regardless of the method of entry, become the property of the Sponsor and will not be returned.

### **3. SELECTION OF WINNERS**

Sponsor will select one (1) Grand Prize winner by random drawing from all eligible entries (each a “Winner”), with eligibility determined by the individual who guesses closest to the weight of the prize (in pounds) without going over. Drawing will occur on October 20, 2013, or within ten (10) days of the end of the Promotional Period. Sponsor’s decisions are final and binding in all respects.

### **4. GRAND PRIZE**

The Grand Prize consists of the Alpha Jacket in the winner’s desired size, plus all the spy necessities listed here:

- Apple iPad mini
- 6-in-1 Tire Pressure Gauge Multi-Tool
- App’d The Brain-Filling Card Game
- Close Focus 7x18mm Monocular For iPhone 5
- Instant Underpants
- Doctor Who Sonic Screwdriver of the 10th Doctor
- Eastern Collective Braided Fabric Smartphone Cables
- Eat’N Tool Dark Edition
- Fiendish Japanese Pocket Puzzle - Nutcase (Level 6)
- Fiendish Japanese Pocket Puzzle - Quartet (Level 6)
- Grid-It Ultimate Organizer
- iGeek 2.0 Large Capacity Portable Charger
- Micro Sonic Grenade
- Minecraft Pickaxe Bottle Opener
- Minecraft Pickaxe Keychain
- NERF Triad Elite 3-Dart Mini Blaster
- NiteCore SENS Mini 170 Lumen Micro Flashlight - SENS Mini Flashlight
- Recoil Automatic Cable Management System – Large
- RFID Blocking Passport Billfold
- Star Wars Earbuds – Stormtrooper
- Star Wars Mimobot Thumb Drives - C3PO 8GB
- Star Wars Mimobot Thumb Drives – Darth Vader 8GB
- Sugru Putty
- Survivaly Kit in a Sardine Can

- Annoy-a-Tron
- Unicorn Chopsticks
- Uzi Tactical Defender Pen

Approx. Retail Value ("ARV"): \$1,044.75.

No transfers or cash equivalents of the Grand Prize, substitutions in prizes will be allowed except by Sponsor, who may substitute a prize (or portion thereof) with one of comparable or greater value. Certain restrictions may apply. Winner is responsible for the payment of taxes on the prize and for any other costs and expenses associated with the acceptance and use of a prize not specifically described above. All expenses not specifically provided for by Sponsors in these rules are the sole responsibility of the winner. The Grand Prize and each Runner Up Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Sponsor.

Any required tax reporting forms will be furnished to the IRS or other relevant taxation authority.

The assignment of the cash Prize is not assignable or transferable.

#### **5. ODDS OF WINNING**

The odds of winning will depend on the number of eligible entries received during the Promotional Period.

#### **6. WINNER NOTIFICATION**

Sponsor will notify each Winner via phone, mail or email to the Winner's telephone number, email address and/or the address provided through the Winner's account or on the Mail-In Entry. Sponsor shall not be responsible for notices that are not delivered or are delivered late due to the acts or omissions of third parties, including, but not limited to, the Postal Service.

Winner must notify Sponsor of his/her intent to claim the Grand Prize or Runner Up Prize and complete a Winner's Agreement and Release form that will be sent to the Winner no later than midnight (Eastern Time) fourteen (14) days after notice is sent or postmarked.

Should the Winner be a citizen of Canada, the Winner's Agreement and Release will include a mathematical skill-testing question. Before being declared a Canadian Winner, the answer to the skill-testing question must be verified. U.S. and other participants are not required to answer the skill-testing question.

In the event of non-compliance with these rules, or if the Prize is unclaimed or returned as undeliverable, the Prize will be forfeited.

Any forfeited Prize may be awarded to an alternate winner, at Sponsor's discretion.

#### **7. NAMES OF WINNERS**

To obtain the name of the Winner, any person may mail a self-addressed, stamped envelope after October 20, 2013 to: ThinkGeek, Inc., Attn: Scottevest Personal Operative Contest, 11216 Waples Mill Rd., Suite 100, Fairfax, VA 22030. Requests must be received no later than December 21, 2013.

#### **8. PUBLICITY**

Except where prohibited by law, by entering the Sweepstakes, as a condition of participating in this Sweepstakes, entrant agrees to allow Sponsor and its designees to use entrant's name, photograph, likeness, statements, biographical information, voice and city and state address for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission, except where prohibited by law.

ENTRANT FURTHER ACKNOWLEDGES THAT IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNERS' LIST.

**BY ENTERING THIS CONTEST, ENTRANT ACKNOWLEDGES AND AGREES THAT ENTRANT HAS READ AND CONSENTS TO SPONSOR'S PRIVACY POLICY AND TERMS OF USE.**

#### **9. LIMITATION OF LIABILITY**

Sponsor is not responsible for: (1) stolen, lost, late, misdirected, damaged, undeliverable or incomplete, inaccurate, delayed, illegible entries due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the mailing or transmission of entries, notification or correspondence, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (5) technical or human error that may occur in the administration of the Sweepstakes, the sending of entries or the processing of entries; or (6) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, entrant's sole remedy is to submit another entry in the Sweepstakes. Sponsor may rescind any Sweepstakes entry found to contain such errors or failures without liability at its sole discretion.

As a condition of participating in this Sweepstakes, entrant agrees to release, indemnify and hold harmless the Sponsor and its affiliate companies, and their respective parent companies, subsidiaries, affiliates, prize suppliers, and Sponsor's advertising and promotion agencies and all their affiliates, and each of their respective agents,

representatives, officers, managers, directors, members, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes, including acceptance, possession, use, misuse or nonuse (including any travel or travel-related activity thereto) of the prize that may be awarded, or any injury or for damage to entrant's or any other person's computer or wireless device relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes, or inability to access any web site or wireless service associated with this promotion, or any combination thereof. Entrants agree that the laws of the Commonwealth of Virginia will govern any and all disputes.

As a condition of participating in this Sweepstakes, entrant agrees that (1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, (2) all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but shall in no event include attorneys' fees. Sponsor reserves the right to modify prize award procedures.

If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prizes using all eligible, non-suspect entries received for the applicable drawing as of the termination date. Any attempts by an individual to access any web site associated with this promotion via robotic, automatic entry devices, programs such as, but not limited to, by script, macro or any other automated means, or other unauthorized entry will void all such entries by such methods.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.**

**10. SPONSOR**

The Sponsor of this Sweepstakes is ThinkGeek, Inc., 11216 Waples Mill Rd., Suite 100, Fairfax, VA 22030

**11. OPT-OUT**

If you do not wish to receive any further notices from ThinkGeek, Inc. regarding Sweepstakes offerings, send your name and address to: ThinkGeek, Inc., 11216 Waples Mill Rd., Suite 100, Fairfax, VA 22030. Attn: Opt-Out.

**CONSUMER DISCLOSURE: NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**You have not yet won any prize, the actual odds of winning any prize will depend upon the total number of eligible entries received for the applicable drawing. All entries must be received by October 20, 2013 to be eligible for the drawing. Sweepstakes ends 11:59 PM Eastern Time October 20, 2013. See Official Rules above for complete prize restrictions. Sponsored by ThinkGeek, Inc., 11216 Waples Mill Rd., Suite 100, Fairfax, VA 22030**