

DailyCandy's Magellan Road Trip Essentials Giveaway- Official Rules

1. ELIGIBILITY: DailyCandy's Magellan Road Trip Essentials Giveaway (the "Giveaway") is open only to legal residents of the forty nine (49) United States and the District of Columbia (excluding Rhode Island, all U.S. Territories and Possessions, and all Overseas Military Installations) eighteen (18) years of age or older as of October 16, 2009, with access to the Internet at all times during the Giveaway Period (as defined below) and subsequent prize-award period (as defined below). All employees of DailyCandy, Inc. ("Sponsor"), MiTAC International Corporation, and all associated agencies and each of their respective affiliates, sales representatives, distributors, licensees, prize providers or agents (all of the foregoing, together with Sponsor, collectively referred to as "Giveaway Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Giveaway. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Giveaway constitutes your full and unconditional acceptance of these Official Rules. NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

2. GIVEAWAY PERIOD: The Giveaway entry period begins as of 12:01 a.m. Eastern Time ("ET") on October 26, 2009 and ends as of 11:59 p.m. ET on November 24, 2009 (the "Giveaway Period"). Winner will be selected from entries properly submitted during the Giveaway Period.

3. GIVEAWAY ENTRY INSTRUCTIONS: During the Giveaway Period, you may submit an entry online at <http://www.dailycandy.com/sweetshop/posts/76334/Magellan-Road-Trip-Essentials-Giveaway> ("Online Entry"). Enter your first name, last name and e-mail address and click "Submit." Limit one (1) entry per person, per e-mail address, and per household during the Giveaway Period, regardless of method of entry.

4. ALTERNATIVE MEANS OF ENTRY: You may also enter the Sweepstakes by mailing a standard-size postcard including your name, e-mail address, city, state and the words "DailyCandy-Road Trip Essentials" to: Magellan Entries, c/o DailyCandy Inc., 584 Broadway, Ste. 510, New York, NY, 10012. Postcard entries must be postmarked during the Sweepstakes Period to be included within the random drawing.

5. PUBLICITY: As a condition of entry into the Giveaway, except where prohibited by law, each entrant and the Grand Prize Winner by accepting a prize grants to Sponsor and Sponsor's affiliates, legal representatives, assigns and licensees, all right, title and interest in to publicize, broadcast, display and/or otherwise use the entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval.

6. SELECTION OF GIVEAWAY WINNER: The potential prize Winner will be selected in a random drawing to be held on or about December 1, 2009. Odds of winning will depend on the number of eligible entries received. The potential Winner will be notified via e-mail to the e-mail address submitted with his/her entry within two (2) weeks after the drawing ("Prize Award Period"). The drawing will be conducted by Sponsor, the judge of the Giveaway, whose decisions on all matters relating to the Giveaway shall be final and binding. In the event that a potential Winner is disqualified for any reason, Sponsor may, in Sponsor's sole discretion, award the prize to an alternate potential Winner selected at random. Any return of prize notification or prize e-mail as undeliverable will result in forfeiture of any prize and an alternate potential Winner may, at Sponsor's discretion, be randomly selected. The potential Winner will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within ten (10) business days of attempted notification or the potential Winner may be disqualified and an alternate potential Winner selected.

7. PRIZES: One (1) Grand Prize with a total Approximate Retail Value ("ARV") of five hundred fifty six dollars and ninety one cents (\$599.91) (USD) to include: One (1) Magellan Maestro 4700 (ARV \$299.99), one (1) Jane Marvel Mile High Bag (ARV \$110), one (1) Griffin Technology Auto Pilot (ARV \$49.99), one (1) iTunes gift card (ARV \$5), one (1) pair of RayBan Sunglasses (ARV \$99.95), one (1) Sigg water bottle (ARV \$21.99), one (1) 2 Piece Token Gift Box from The Crisperry (ARV \$12.99). Prize will not be replaced if lost or stolen. Prize is not redeemable for cash and no substitutions are allowed, except at Sponsor's discretion a prize of equal or greater value may be awarded. The Grand Prize will be delivered only to addresses in the United States. All taxes are responsibility of the Winner, who may receive a form 1099 reflecting the actual retail value of the Grand Prize, if applicable.

8. GENERAL RULES: By entering or participating in the Giveaway, participants agree to be bound by these Official Rules, the terms and conditions of the Entities' websites, and by the decisions of Sponsor, which are final and binding in all respects. Giveaway Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Giveaway; or (3) any other computer, network, technical, human or other error, problem or malfunction that may

occur in connection with the administration of the Giveaway, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Giveaway is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway (or portion thereof), Sponsor reserves the right, at Sponsor's sole discretion, to cancel, terminate, modify or suspend the Giveaway (or portion thereof). Sponsor also reserves the right at Sponsor's sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway or any website operated by the Giveaway Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Giveaway Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Giveaway or in any activity or travel related thereto or from any interaction with, or downloading of, computer Giveaway information. Giveaway Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Giveaway.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. In any cause of action, the Giveaway Entities' liability will be limited to \$250.00, and in no event shall the Giveaway Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Giveaway, entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

9. PARTICIPANT OBLIGATIONS: By participating in the Giveaway, you agree to be bound by these Official Rules and the decisions of Sponsor. By accepting the prize, the Grand Prize Winner agrees to release and hold harmless the Giveaway Entities from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Giveaway or receipt or redemption of the prize. The Grand Prize Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Giveaway or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of New York without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of New York.

10. PERSONAL INFORMATION: The personal information collected through the Giveaway is subject to DailyCandy's Privacy Policy, located at <http://www.dailycandy.com/privacy.jsp>. By entering the Giveaway, you agree to the use of your personal information as described in the above Privacy Policy.

11. RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the winner, send a self-addressed stamped envelope to: DailyCandy's Magellan Giveaway Official Rules/Winner List Request, 584 Broadway, Ste. 510, New York, NY, 10012. Requests for winners' lists must be received no later than three months after the end of the Giveaway Period. VT residents may omit return postage.

12. SPONSOR: DailyCandy, Inc., 584 Broadway, Ste. 510, New York, NY, 10012