

**AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, say that I am of legal age in my home state, and my social security number is \_\_\_\_\_. I reside at \_\_\_\_\_  
\_\_\_\_\_. My daytime telephone number is (\_\_\_\_)\_\_\_\_\_, and my evening telephone number is (\_\_\_\_)\_\_\_\_\_.

I am submitting this Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") to PNY Technologies, Inc. ("PNY"), with the understanding that it will be relied upon by PNY in connection with my having been awarded, subject to eligibility, the Grand Prize and/or an Honorable Mention prize in Senior Helping Seniors Scholarship Program (the "Contest"), as such prize described in the Contest's Official Rules and Regulations ("Office Rules") (attached hereto).

1. I hereby represent that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Official Rules; that all of the information I have provided and will provide to PNY has been and will be true, accurate, and complete; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest; and that I have not sought to influence the outcome of the Contest other than by participating in the Contest as expressly permitted in the Official Rules. I further represent that I am neither an employee or agent of PNY nor the immediate family member (spouse, mother, father, sister, brother, daughter, or son) or member of the same household (whether related or not) of any such employee or agent, and that I have not participated in the Contest on behalf of any such employee or agent.
2. I am a high school senior and resident of the United States, enrolled fulltime in an accredited public high school with plans to enter a full time undergraduate course of study in the Fall of 2008 at an accredited two or four year college, university or vocation technical school in the United States.
3. I understand that PNY or its agents may be required to advise the United States Internal Revenue Service of the value of the prize awarded to me in the form of a Form 1099, and, in connection therewith, I have attached to this Affidavit a completed Form W-9 concerning the prize.
4. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, AND ANY OTHER PERSON(S) WHO MAY TAKE BY OR THROUGH ME, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS PNY AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AND ADVISORS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS," OR DEFAMATION, AND ANY AND ALL TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.
5. I have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.
6. I hereby irrevocably grant to PNY, and those acting with its authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and Contest entry, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to, any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with PNY's advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials.
7. I acknowledge and agree that the Contest, this Affidavit/Release, and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of New Jersey, without application of its conflict of laws principles.

8. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Contest. I agree to return immediately upon demand to PNY the value of the prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

9. I represent and affirm that this Affidavit does not conflict with any other commitments or obligations on my part. I agree that this Affidavit supercedes all prior negotiations and understandings between myself and the PNY relating to the rights granted herein and no provision of this Affidavit can be modified by any other instrument or document unless in writing and signed by me and PNY.

I (my parent/legal guardian if I am from a State that deems me to be a minor) have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of parent or legal guardian if above signatory is under legal age

Parent or legal guardian if above signatory is under legal age (PRINT NAME)

NOTARY PUBLIC:

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Signature of Notary Public and seal