

Avnet/CommVault 3 Steps to Success AFFIDAVIT OF ELIGIBILITY AND RELEASE

The undersigned, being duly sworn and having full authority to execute this Sweepstakes/Contest Affidavit of Eligibility and Release (the "Affidavit"), declares on behalf of itself and on behalf of the Company designated below, that the undersigned is submitting this Affidavit with the understanding that it will be relied upon to determine the undersigned's and the undersigned's Company's eligibility to receive prizes in the "Avnet, Inc., through its Avnet Technology Solutions group, Sweepstakes" held "3 Steps to Success" (the "Promotion") offered by Avnet, Inc., through its Avnet Technology Solutions group ("Avnet").

1. The undersigned affirms and warrants that it and its employer are residents of one of the fifty United States (including the District of Columbia) or Canada (excluding Quebec). The undersigned represents and warrants that it has reached the age of legal majority in the undersigned's jurisdiction and has had internet access as of \_\_\_\_\_. The undersigned has complied with all of the terms and conditions set forth in the Official Rules of the Promotion and has committed no fraud or deception in entering or participating in the Promotion. The undersigned acknowledges that it has full understanding and permission from its Company regarding its participation and acceptance of any prize.
2. The undersigned is not an employee of Avnet, or their affiliates and subsidiaries. The undersigned is also not an officer, director, agent or contractor of Avnet, nor in the immediate family of, or domiciled with, an employee of this company.
3. The undersigned understands that it or its Company is solely responsible for the reporting and payment of any taxes on prizes and that it or its Company may waive its right to receive a prize. The undersigned understands that no cash or other substitution is allowed, and prizes are nonassignable and nontransferable. Individual components of prize package are subject to availability, and Avnet reserves the right to substitute one or more components of equal or greater value.
4. The undersigned consents to the publication and to the inclusion of its or its Company's name and/or story in any advertising, marketing or promotional materials, in either tangible, intangible, electronic, or web/internet form and including but not limited to broadcast and/or webcast coverage of the Promotion, without further compensation or limitation. The undersigned agrees that it and its Company shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of the undersigned's name, address, photograph or likeness.
5. The undersigned understands and acknowledges and hereby waives and releases any and all rights, claims and causes of action whatsoever it or its Company may have against Avnet for any matter, cause or things whatsoever arising out of the administration and operation of the Promotion and of its acceptance or utilization of the prize(s) that it or its Company has won in the Promotion.
6. The undersigned agrees to return immediately upon demand to Avnet at it or its Company's expense, any prize(s) or the value of said prize(s) which has been or may be awarded to it or its Company if any statement made by it or its Company in this Affidavit is false. The undersigned states further that it has read the above Affidavit prior to its execution and that it fully understands its contents.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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