

OpenSolaris Operating System (OS) and NetBeans Integrated Development Environment (IDE) 6.1 Student Reviews Contest

**OFFICIAL RULES
NO PURCHASE NECESSARY**

1. **DESCRIPTION OF THE CONTEST:** The **OpenSolaris Operating System (OS) and NetBeans Integrated Development Environment (IDE) 6.1 Student Reviews Contest** (“Contest”) is designed to encourage students to review and share their experiences with OpenSolaris, a free, open-source Operating System, and NetBeans 6.1, a free, open-source Integrated Development Environment. Prizes will be awarded to those who submit the best entries as determined by the judges in accordance with these Official Rules.

2. **ELIGIBILITY:** This contest is open only to students who are enrolled in an educational institute and pursuing a degree, and who are the legal age of majority in their country, province or state of legal residence and residents of Australia, Canada, China, Denmark, France, Germany, India, Indonesia, Israel, Italy, Japan, Korea, Mexico, Poland, Russia, Spain, Sweden, Switzerland, Thailand, the United Kingdom, Taiwan, Argentina, Finland, Norway, Malaysia, South Africa, Bulgaria, Hungary, Chile, Turkey, Sri Lanka, Peru, Romania, Austria, New Zealand, Egypt, Panama, Brazil and the United States. Void in Puerto Rico, Quebec and where prohibited by law. Persons in any of the following categories are not eligible to participate or win the prize(s) offered: (a) Employees or agents of Sun Microsystems (including Sun Campus Ambassadors), their parent companies, affiliates and subsidiaries, participating advertising and promotion agencies, application development partner companies, and prize suppliers; (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household as any person in (a) above; and (c) employees of any government entity. You must also have access to the Internet and a valid email address in order to enter or win.

3. **HOW TO ENTER:** This contest begins at 12:01 A.M. Pacific Time (PT) Zone in the United States (e.g. San Francisco time) which is 7:01 A.M. Greenwich Mean Time (GMT) on May 5, 2008 and ends on June 6, 2008 at **11:59 P.M. (PT) which is 6:59 A.M. (GMT)** on June 7, 2008 (“Contest Period”).

IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

4. THE SUBMISSION: Write a review of OpenSolaris or NetBeans IDE 6.1. The review may be about experience using OpenSolaris or NetBeans IDE 6.1, install, reliability, performance, manageability, ease of use, new features, a tutorial, tech tip, code sample, requests for enhancements or anything related to OpenSolaris and NetBeans IDE 6.1. Do not include any company confidential information or details that may be inappropriate to share with the general public. By participating you give us the right to use the story on Sun's web site and/or in other marketing promotions related to OpenSolaris and NetBeans. You may submit multiple Entries, so long as each Entry meets all requirements, but you can only win one Prize during the Contest Period. The Entry must be able to be posted to the Internet.

To submit your Entry, fill out the Entry Form located at http://www.sun.com/student_reviews/contestform completely, which includes the URL location of your Entry.

IMPORTANT NOTE: YOU ARE RESPONSIBLE FOR MAKING SURE THE URL LINK WORKS AND CAN BE VIEWED BY THE JUDGES.

All Entries must be in English. Registration or Entries that are in any other language will not be considered. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor's sole and unfettered discretion.

5. JUDGING: All Entries will be judged by a panel of experts based on the following equally weighted judging criteria: novelty and originality of the review; usefulness and character of the substantive feedback; the review's interest and appeal to other users of OpenSolaris or NetBeans IDE 6.1; clarity in the expression about the user experience; how the review demonstrates or showcases specific features; and/or the ability to use the review to improve any aspect of OpenSolaris or NetBeans IDE 6.1. In the event of a tie, the person among the tied Entries with the highest score in originality of the review will be declared the winner. If a tie still remains, the tied entries will be re-judged on the original judging criteria until a winner is selected. Sponsor reserves the right to terminate the Contest and not to award any Prizes if in their sole discretion they do not receive a sufficient number of eligible or qualified entries for the Contest. Decisions of Sponsor and Judges are final and binding. Winner will be notified by email.

6. PRIZES AND APPROXIMATE RETAIL VALUE: Sun will select one (1) grand prize winner who will receive a Visa Debit card of \$250 value. Second Prize: Five (5) second place winners will each receive a Visa Debit card of \$100 value. A person may only win one prize from this contest. All other expenses not specified herein are the responsibility of the winner. **ALL TAXES AND ANY APPLICABLE WITHHOLDING AND REPORTING REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Cash prizes will be awarded in US Dollars. All costs associated with currency exchange are the sole responsibility of the winner.

7. **CONDITIONS OF PARTICIPATION:** Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. All federal, state, provincial and local laws and regulations apply. Submission of entry into this Contest deems that entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within 15 days of attempted first notification will forfeit his/her prize. Potential prize winner(s) may be required to sign and return an Affidavit or Declaration of Eligibility/Liability & Publicity Release within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. The intellectual and industrial property rights to the contest submission, if any, will remain with the participants, except that these terms do not supersede any other assignment or grant of rights according to any other separate agreements between participants and other parties. As a condition of entry, participants agree that Sun shall have the right to use, copy, modify and make available the Entry in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make screen shots, animations and video clips available to the public for promotional and publicity purposes. Notwithstanding the foregoing, ownership of and all intellectual and industrial property rights in and to the application and code shall remain with the participant. Acceptance of the prize constitutes permission for, and winners consent to, Sponsor and its agencies to use a winner's name and/or likeness and entry for advertising and promotional purposes without additional compensation, unless prohibited by law. To the extent permitted by law, entrants, agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. A participant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, the Sponsor or associated agencies. In the event a winner/potential winner's employer has a policy, which prohibits the awarding of a prize to an employee, the prize will be forfeited and an alternate winner will be selected.

8. **NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this contest are hereby excluded, and any participant expressly waives any and all such rights.

Participants agree that these Official Rules are governed by the laws of California, USA.

9. DATA PRIVACY: Participants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to check participants' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Contest and to receive any prize. Participants have a right to access, review, rectify or cancel any personal data held by the Sponsor by writing to Sponsor (*Attention: Withdraw Name from OpenSolaris and NetBeans 6.1 Student Reviews Contest*, at the email address reviews.program@sun.com). If participant's data is not provided or is canceled participants' Entries will be ineligible.

10. WARRANTY AND INDEMNITY: Entrants certify that their entry is original and that they are the sole and exclusive owner and right holder of the submitted entry and that they have the right to submit the Entry in the Contest. Each participant agrees not to submit any Entry that (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world. To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified the Sponsor its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified the Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by a participant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by a participant.

11. ELIMINATION: Any false information provided within the context of the Contest by any participant concerning identity, postal address, telephone number, ownership of right or non-compliance with these rules or the like may result in the immediate elimination of the participant from the Contest. Sponsor further reserves the right to disqualify any Entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these official rules.

12. INTERNET: Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.

13. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. WINNER'S LIST: **log onto http://www.sun.com/student_reviews on or about June 25, 2008, available for a period of up to 60 days.**

15. SPONSOR: The Sponsor of this Contest is **Sun Microsystems, Inc.**, 4420 Network Circle, Santa Clara, CA 95054.

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