

## Oracle Cloud Day Passport Card Bonus Challenge

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**BY REGISTERING FOR THIS CHALLENGE, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CHALLENGE AND DO NOT SUBMIT AN ENTRY.**

**1. DESCRIPTION OF THE CHALLENGE:** The Oracle Passport Card Bonus Challenge (“Challenge”) invites members of the Oracle community to demonstrate what they learned at Oracle Cloud Day. There will be one (1) winning entry. The winning entry will be the entry that best meets the criteria discussed in Part 7 of these Official Rules. Oracle is the sponsor of the Challenge.

**2. ELIGIBILITY:** This Challenge is open to individuals or organizations. The entry must be submitted by one entrant ("Entry Spokesperson") who is 18 years or older and the age of majority in his/her state, province or territory of residence, as of the time of entry, who will submit the entry on behalf of him/herself or his/her business team (Entry Spokesperson and his/her team are collectively referred to herein as "Entrant") [SINGLE ENTRANT]. Persons in any of the following categories are not eligible to participate or win the prize(s) offered in this Challenge: (a) persons who are employees or agents of Oracle, its affiliates, subsidiaries, and their service agencies and independent contractors; (b) persons who are or were engaged in the development, production, distribution of materials, prizes, or drawing of winners for this Sweepstakes; (c) persons who are immediate family (defined as spouse, parent, sibling or child, regardless of where they reside) of, or anyone who resides in the same household as, any person in either of the preceding categories; (d) residents of the province of Quebec, Canada, the country of Italy, or any country under U.S. embargo during the Entry Period or at the time of drawing; (e) employees, officers, or officials of any government entity, including, but not limited to, any person acting in an official capacity for or on behalf of any national, state, provincial or local government, or any department or agency thereof; and (f) employees of any company that has a policy against and/or legally prohibits participation in the Program or the awarding of a prize/award to an employee.

**3. CHALLENGE PERIOD:** The Challenge begins on January 14 at 6:00AM (all times are Pacific Time) and ends on March 10 at 2:00 PM (the “Challenge Period”). Sponsor’s clock is the official time clock for the CHALLENGE. **IMPORTANT NOTICE TO ENTRANTS: EACH ENTRANT IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN HIS/HER RESPECTIVE GEOGRAPHICAL LOCATION.**

#### **4. CONDITIONS OF ENTRY:**

Each submission will be considered one “Entry.” Entries must be in English. You may submit multiple Entries, so long as each Entry meets all requirements stated herein. Subject to all of the other terms in these Official Rules, you may receive assistance from others in developing your Entries. Sponsor intends to make personnel available to assist all Entrants in developing their submissions during the Challenge Period. Entries may NOT contain the following, and Entrants are solely responsible for ensuring that each Entry submitted does NOT contain:

- Trade secrets or other information that is inappropriate to share with the general public.
- Any third-party software or other content that would (a) require Sponsor to obtain licenses or permissions from any third parties, (b) require Sponsor to make payments to any third parties, or (c) otherwise prevent Sponsor from exercising its rights described below.
- Copyrighted materials (whether registered or unregistered) that are owned by third-parties, without permission from the copyright owner(s).
- Trademarks owned by parties other than Sponsor or the entrant submitting the Entry (whether registered or unregistered), without permission of the trademark owner(s).
- Technology for which the Entrant knows to be covered by any patent or pending patent application, anywhere in the world.
- Information that defames, misrepresents or contains disparaging remarks about Sponsor, Sponsor’s products, any person, company or product.
- Messages or images inconsistent with the Sponsor's brand and company, including, but not limited to, obscene or inappropriate material.
- Content that violates any country, federal or state law.

Illegible, incomplete or inaccurate Entries, Entries that do not comply with these Official Rules, and Entries that cannot be accessed by the Sponsor and judges will be disqualified. All information collected from Entries shall be deemed collected and judged in the United States.

#### **5. LICENSE GRANTED:**

By participating in the Challenge, Entrant grants Sponsor a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable, and non-exclusive license (a) to make, use, sell, offer for sale, or import any discovery or invention covered or used by the Entry in

the United States and its territorial possessions and in all foreign countries and a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable, and non-exclusive license to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said discovery or invention from any application or any continuation, continuation-in-part, divisional, reexamination, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country, to the extent Entrant has any such rights for the full term or terms for which the same may be granted; and (b) to use, reproduce, copy, adapt, publicly perform, communicate to the public, make available and publicly display any Entry on Sponsor's web sites and web pages and/or in other marketing promotions related to Sponsor, its products and services and /or this Challenge in any and all media, now or hereafter devised, worldwide in perpetuity, without additional compensation, notification or permission, unless prohibited by law.

## **6. HOW TO ENTER:**

To enter this Challenge, complete passport card, take a photo with any of the following: new friend/connection, your prize, innovation lounge or a speaker. Post the image with a brief description on any of your preferred social media platforms (i.e., Facebook, LinkedIn or Twitter), tag @Oracle and include hashtags #CloudDayContest and #OracleCloudDay

Show the selfie to an events staff member to verify post and receive a raffle ticket

## **7. SELECTION OF POTENTIAL WINNERS:**

On or about [January 14 for Oracle Cloud Day NYC ] at 2:00PM Pacific Time, January 22 for Oracle Cloud Day Chicago at 3:00PM Pacific Time, January 28 for Oracle Cloud Day Atlanta at 2:00 PM Pacific Time, February 7 for Oracle Cloud Day Dallas at 3:00pm Pacific Time, March 3 for Oracle Cloud Day Toronto at 2:00PM Pacific Time, and March 10 at Oracle Cloud Day Boston at 2:00 PM Pacific Time. Event staff will randomly pull winner from a bowl of raffle tickets.

To be considered as a Finalist, Entries must:

1. Be present at any of the six Oracle Cloud Day events and take a picture of a demo and/or session.
2. Post the picture on Twitter, Facebook or LinkedIn using the hashtags #OracleCloudDay and #CloudDayContest.
3. Show the published post to an attendant at the registration desk in order to receive a raffle ticket and fill out a contact card.

The potential winner(s) will be required to sign and return an Affidavit of Eligibility/Liability/Publicity Release ("Affidavit") within ten (10) business days following notification. If Sponsor is unable to reach a potential winner, the Affidavit is not properly completed and returned to Sponsor within ten (10) business days from the date it was mailed to a potential winner, if a prize or prize notification is returned as non-

deliverable, or if a potential winner is found not to have complied with these Official Rules in any way, the prize will be forfeited and an alternate winner will be selected.

**8. PRIZES:** The [Total number of winners, (6)] winner[s] 1 per city will receive [an Oracle blanket (Approximate Retail Value: \$\_less than \$99\_\_\_\_USD each)]. All properly claimed prizes will be awarded provided a sufficient number of eligible Entries are received, but in no event will the Sponsor award more prizes than are provided for in these Official Rules. No prize substitutions allowed, in whole or in part, except Sponsor reserves the right to substitute a prize of comparable value if a prize becomes unavailable. Winner(s) are solely responsible for any local, provincial, state, federal or any other applicable taxes, and any other costs, expenses and fees connected with the prize. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner. All other expenses not specified herein are the responsibility of the winners.

**9. CONDITIONS OF PARTICIPATION AND WINNING:** By entering this Challenge, Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor and the judges, which are final and binding on all matters pertaining to this Challenge. As between Sponsor and Entrant, the intellectual property rights to an Entry, if any, will remain with the Entrant, except that these Official Rules do not supersede any other assignment or grant of rights according to any other separate agreement between Entrant and other parties. As a condition of entry, each Entrant agrees that Sponsor shall have the right to use, copy, modify and make available any Entry and any submitted application or code in connection with the operation, conduct, administration, advertising and promotion of Oracle, its products, and this Challenge, including, but not limited to the right to make use of the Entries to the public for promotional and publicity purposes. Reasonable requests to anonymise certain aspects of an Entry will be honored should an Entrant otherwise not be permitted to participate in the Challenge. Acceptance of a prize constitutes permission for, and a winner's consent to, Sponsor and its agencies to use Entrant's name and/or likeness and Entry for advertising and promotional purposes without additional compensation, unless prohibited by law. An Entrant may be prohibited from participating in this Challenge if, in Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Challenge by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, Sponsor or Sponsor's associated agencies. Any false information provided within the context of the Challenge by any Entrant concerning identity, email address, postal address, telephone number, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Entrant from the Challenge. 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. Prizes are conditioned on verification that Sponsor's provision, and Entrant's acceptance, of a prize, complies with all applicable laws, regulations, and/or rules of Entrant's nation, state or province, locality and/or employer.

**10. RELEASE/DISCLAIMER OF LIABILITY:** Prizes are provided "as is" without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local law or regulation. To the extent permitted by law, Entrants agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns ("Released Parties") harmless from any injury or damage caused or claimed to be caused by participation in the Challenge and/or use or acceptance of any prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Challenge or in the announcement of a prize. Each Entrant also waives and releases Released Parties from any and all claims that Entrant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" (including without limitation any limitation any rights or claims under the Visual Artists Protection Act (17 USC section 106A)) or unfair competition with respect to Sponsor's exploitation of Entries without further notification or compensation to Entrants of any kind, and use of Entrant's likeness. Released parties are not responsible for electronic transmission errors in the Challenge resulting in omission, interruption, deletion, defect, delay in operations or transmission. Released parties are not responsible for theft or destruction or unauthorized access to or alterations of Entries, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the public website for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Challenge, Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Challenge. Sponsor reserves the right to disqualify any individual who tampers with the entry process. **CAUTION: Any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of the Challenge 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 individual to the fullest extent of the law.**

**11. DISPUTE RESOLUTION/CHOICE OF LAW:** 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 Challenge are hereby excluded, and any Entrant expressly waives any and all such rights. Entrants agree that these Official Rules and the Challenge are governed by the laws of California, USA [, without regard for conflicts of law doctrine of any jurisdiction. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Challenge, but in no event attorneys' fees. Entrants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

**12. DATA PRIVACY:** Entrants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Challenge and any other purposes outlined in these Official Rules or in Oracle's Privacy Policy, located at <http://www.oracle.com/html/privacy-policy.html>. Sponsor may use and share an Entrant's personal data with third parties to the extent necessary to fulfill its obligation to administer and sponsor this Challenge.

**13. INDEMNITY:** To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep Sponsor indemnified and held harmless at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which 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 an Entrant.

**14. SEVERABILITY:** 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.

**15. SPONSOR CONTACT:** You may contact Sponsor at Oracle, 500 Oracle Pkwy., Redwood Shores, CA 94065.