



Oracle OpenWorld 2009 Sweepstakes

OFFICIAL RULES

1. Sponsor

This Sweepstakes is sponsored by Oracle USA, Inc. (“Oracle” or “Sponsor”), 500 Oracle Parkway, Redwood Shores, CA 94065

2. How to Enter

NO PURCHASE NECESSARY. Participants may enter the Sweepstakes by:

Going to the Web page located at www.oracle.com/openworld. At the Web page, participants enter the Sweepstakes by logging into their Schedule Builder account, and completing and then submitting a short entry form. Participants may submit an entry form for a qualifying individual session or hands-on lab, or for the overall conference.

Participants must complete and submit all of the required information in the entry form. This information may be used by Oracle and its affiliated companies for marketing purposes. Oracle does not assume responsibility for phone, technical, network, electronic, computer, hardware or software failures of any kind, misdirected, stolen, incomplete, garbled, or delayed Internet/e-mail computer transmissions, or lost, late, damaged, illegible, stolen, incomplete, postage due or misaddressed entries. No mechanical reproductions of entries permitted.

3. Eligibility

Subject to the additional restrictions set forth below, this Sweepstakes is open solely to registrants who have attended Oracle OpenWorld 2009, and who are 18 years of age or older. Entrants may submit one (1) entry form for each individual session and hands-on lab that they attend, and one (1) entry form for the overall conference. Persons in any of the following categories are not eligible to participate or win the prize(s) offered in this Sweepstakes: (a) employees of Oracle and its affiliates, subsidiaries, advertising and promotion agencies, and such employees' immediate families (immediate family defined as a parent, sibling or any person residing in the same household); (b) residents of Hong Kong SAR; and (c) employees and officials of any government entity. Participants have the sole responsibility to review and understand their employer's policies regarding employee eligibility to participate in sweepstakes. By entering this Sweepstakes, participants agree that their participation complies with their employer's policies. Oracle disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this matter.

4. Entry Period

Entries for an individual session or hands-on lab may be submitted beginning Monday October 12, 2009 at 11:00 a.m. Pacific Time (PT) and must be received by 6:00 p.m. PT of the day on which that session took place. Entries for the overall conference may be submitted beginning Thursday, October 15, 2009 and must be received by Friday, November 13, 2009 at 5:00 p.m. PT. Entries received prior to or after the Entry Period are void.

5. Selection of Winner

Potential winner(s) will be selected in a random drawing for each prize. Prize drawings for the individual sessions and hands-on labs will occur onsite after 6:00 p.m. of the day on which the sessions and labs took place and will include drawings on the following dates: October 12, 13, 14 and 15, 2009. The overall conference survey drawing will take place after 5:00 p.m. PT on Friday November 13th, 2009. Drawings will be conducted by Oracle employees whose decisions are final on all matters relating to this Sweepstakes. Potential winner(s) do not need to be present at the drawing to win. Odds of winning are dependent upon the total number of entries received. Each participant is eligible to win only one (1) prize. Each potential winner will be notified by mail, email or phone within 7 days of the pertinent drawing date and will be required to execute an Affirmation of Eligibility and Liability/Publicity Release, which must be returned to and received by Oracle within 7 days in order for the potential winner to be declared the winner and receive the prize. Failure to do so will void potential winner's eligibility and an alternate potential winner will be selected by a random drawing. Where prize(s) includes high- risk travel or activities, potential winner(s) may be required to execute additional documents as a prerequisite to the fulfillment of the prize. If Oracle is unable to locate a given potential winner, an alternate potential winner will be selected by a random drawing. In the event a potential winner/winner's employer has a policy, which prohibits the awarding of prize to an employee, prize will not be awarded, and an alternate potential winner will be selected by a random drawing. If, for any reason, multiple prize claims are received, a single prize will be awarded through a random drawing from among all eligible prize claims received for the prize.

6. Prize(s)

Oracle will award the following prize(s). One prize will be awarded to each winner.

For the completion of the session or hands-on lab surveys:

- (4) x Bose QuietComfort® Acoustic Noise Cancelling® headphones – value: \$ 330 each
- (16) x iTunes gift cards – value: \$50 each

For the completion of the overall conference survey:

- (4) x American Express Travel Vouchers – value: \$ 1,000 each

Total estimated retail value of all prizes to be awarded is \$ 6,120.00 USD.

Winner(s) are responsible for all applicable taxes, custom duties, or fees on prize(s), and any other expenses relating to the acceptance and use of prize(s) not specified in these Official Rules. Oracle has the option, at its sole discretion, of substituting a prize of equal or greater value if for any reason, including scheduling, a prize becomes unavailable. Prize(s) cannot be transferred, substituted, or redeemed for cash value except as provided herein or expressly authorized by Oracle.

7. RELEASE, LIMITATION OF LIABILITY

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS, PARTICIPANTS, POTENTIAL WINNERS AND WINNERS WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE RULES, AND RELEASE, INDEMNIFY AND HOLD HARMLESS, ORACLE USA, INC., AND ITS AFFILIATES, PARENT AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, OR ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF PRIZE(S) THAT MAY BE AWARDED. RELEASEES ARE NOT RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY SWEEPSTAKES RELATED MATERIALS; OR FOR TRANSACTIONS THAT ARE LOST, MISDIRECTED, FAIL TO ENTER INTO THE PROCESSING SYSTEM, OR ARE PROCESSED, REPORTED, OR TRANSMITTED LATE OR INCORRECTLY, OR ARE LOST FOR ANY REASON INCLUDING COMPUTER, TELEPHONE, PAPER TRANSFER, MAIL SYSTEM, HUMAN OR OTHER ERROR; OR FOR ELECTRONIC, COMPUTER, OR TELEPHONIC MALFUNCTION OR ERROR.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS, PARTICIPANTS, POTENTIAL WINNERS AND WINNERS CONSENT TO THE USE OF EACH WINNER'S NAME AND LIKENESS AND ANY STATEMENTS, QUOTES OR TESTIMONIALS PROVIDED BY EACH WINNER FOR ADVERTISING AND PUBLICITY PURPOSES WITHOUT FURTHER COMPENSATION.

8. Disputes

By entering this Sweepstakes, entrants, participants, potential winners and winners agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded, other than the administration of the Sweepstakes or the determination of winner(s), shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Francisco or Santa Clara County, California, U.S.A; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrants, participants, potential winners and winners be permitted to obtain awards for, and entrants, participants, potential winners and winners hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants, participants, potential winners and winners and Oracle in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

9. General Conditions

By entering this Sweepstakes, entrants, participants, potential winners and winners agree to the Official Rules and the decisions of Oracle which shall be final in all respects. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the remaining prize(s) using all eligible, non-suspect entries received as of the termination date. Sponsor reserves the right to modify or terminate the Sweepstakes in its entirety at any time and at its sole discretion. Should the Sweepstakes be terminated or modified prior to the stated expiration date, notice will be posted on <http://www.oracle.com>. Any attempt by a participant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any web site associated with this Sweepstakes via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited. This Sweepstakes is subject to all applicable federal, state, provincial, municipal and local laws and regulations, and is void where prohibited by law.

10. Winner(s) List

To the extent allowed by law, Oracle will provide the name of the winner(s) upon request.