



## Intel® Software Partner Program Succeed! Campaign Competition Official Competition Rules

**No purchase necessary. Competition winners will be selected based on a competition from eligible Succeed! Campaign entries submitted by eligible entrants for the best written and creative submissions. If you register for the Competition, if you contribute to the Competition or if you accept any Competition prizes, you accept these rules.**

These rules (including the Intel [Privacy Policy](#), the [www.intel.com](http://www.intel.com) Terms of Use, and the Intel® Software Partner Program Terms & Conditions at <http://swpartner.intel.com/Partner/Enrollment/LegalAgreementSummary.aspx?TabMode=COMPANY#>) govern the Intel® “Succeed! Campaign” competition (the “Competition”) and set out the terms and conditions between Intel Corporation and its affiliates (“Intel” or “us/we”) and each participant (“participant” or “you”).

**1. Who Is Eligible:** Participants must be members of the Intel® Software Partner Program and must speak, read and understand English. Employees of Intel Corporation (“Intel”), their immediate families, and their respective distributors, affiliates, subsidiaries, and advertising and promotional agencies are NOT ELIGIBLE. Void where restricted or prohibited by law. This is a one-time promotion, open only to members who fulfill the Competition requirements stated in these rules.

**2. Competition, Prizes, Approximate Monetary Value, and Odds of Winning:** For each Intel Software Partner Program on-line software Projection Completion Report (PCR) completed and submitted for a member company’s software project during the promotional period of October 1<sup>st</sup> through December 31<sup>st</sup>, 2009 11:59pm (Pacific time), the company may complete and submit, in English, Chinese, Russian or Spanish, a Competition entry form (“Entry Form”). Only one entry per PCR may be completed and submitted during the Competition period. Only commercially available software products are eligible.

Completion and submission of the Entry Form constitutes entry into to the Competition and consent to an agreement with the Official Competition Rules.

**2a. Competition Entry Form:** Once a member has completed their application and submitted a PCR for that software project, they may access and complete an on-line Entry Form on the [Succeed! Campaign landing page website](#). The Entry Form has two sections that are key to the Competition and selecting winners **1)** submit one tagline of up to 10 words, for an Intel® technology you used to optimize your Software and **2)** Submit a creative idea for an online marketing campaign to promote your Software in 50 words (or less). All fields on the Entry Form must be completed to be eligible for the Competition.

Intel is not responsible for entries that are late, incomplete or that are not received due to lost, failed, delayed, or interrupted connections or miscommunications, or other electronic malfunctions.

**2b. How to win - Competition Judging Criteria:** All submitted eligible entries will be evaluated and judged by a panel of judges from Intel based on the following criteria:

- Tagline creativity and quality level of presenting Intel® Technology improvement on the Software solution.
- Tagline message that clearly demonstrates how Intel technology provides an enhanced business or consumer solution
- Evaluate the creativity, innovation and marketing impact of proposed online marketing campaign to promote Software.

All decisions of the judges are made at the judges' sole discretion and are final in all matters relating to this Competition.

### **2c. Prizes**

- **Seven US\$5000 Co-Marketing Campaign Grand Prizes:** A winner for one Grand Prizes of US\$5,000.00 online co-marketing campaign (Estimated value: \$5000) will be selected for each of the seven Intel Software Partner Program business geographical areas; North America, Latin America, People's Republic of China, India, Rest of APAC, Russia and Rest of EMEA for a total of seven winners. In North America, the marketing campaign will be implemented via the Intel Business Exchange Software Download Store and the Intel Business Exchange Software and Partner Directory websites as appropriate for your software.

The online co-marketing campaign will be developed by an Intel-approved agency pending final approval by an Intel representative. Campaign material development will be for the completed application and will be done in conjunction with an Intel-approved vendor and may include marketing materials in online format. An Intel representative will be designated as the winner's campaign contact and will discuss campaign specifics. Intel brand and legal restrictions will apply to campaign materials. Prize is only for campaign materials and no additional services or subscriptions are included. Winner agrees that the Grand Prize marketing campaign is being provided "as is," and Intel makes no warranty, representation, or guarantee regarding marketing campaign outcomes, such as acquiring customers or selling products. NO CASH PAYMENT TO THE WINNER.

- **Ten Software Licenses Prizes:** For the duration of the Campaign, there will also be a global Competition for 10 (ten) licenses of Intel C++ Compiler Professional Edition for Linux\* or Intel C++ Compiler Professional Edition for Windows\* (estimated value of \$599.00) based on the Entry Forms submitted

and judged on the Competition criteria, ten winners will be selected for entries submitted. See these prizes [here](#).

- **Odds of Winning:** Odds of winning depend on the total number of eligible entries received.

**3. Timelines:** All eligible entry forms must be submitted by 11:59pm, January 5<sup>th</sup> to be eligible for the Competition and all eligible entries will be judged by January 31<sup>st</sup>, 2009. The winners will be announced on the Intel Software Partner Program homepage on February 15<sup>th</sup>, 2009.

**4. Content License:** You agree to submit Content to the Competition on the [Succeed! Campaign landing page website](#) under the following conditions:

- a. Intel does not claim ownership of your contributions to the Competition in form of sample code, content, videos, articles or any other contributions you submit. By submitting your contributions, you are granting Intel and its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: (1) to make, have made, use, copy, reproduce, modify, and create derivative works of the contributions, (2) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of the contributions (and derivative works thereof), (3) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (4) to publish your name or alias in connection with this Competition and your contributions.
- b. Your contributions to the Competition will be available to other participants and to ensure they are safe and freely usable by other participants, you warrant that:
  - you own or otherwise have all rights necessary for you to provide the contributions and grant the rights described above and you do not disclose any information which would constitute a violation of a confidentiality obligation;
  - your contributions do not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer; and
  - your contributions are not subject to license terms that require any software or documentation incorporating or being derived from your contributions to be licensed to others.
- c. Apart from prizes offered as part of the contest, no monetary compensation will be paid for any of your Competition contributions.

**5. How to Claim Your Prize:** For the prizes, you will be contacted by an Intel representative by February 5<sup>th</sup>, 2009; the winners will be announced on the Intel Software Partner Program homepage on February 15<sup>th</sup>, 2009. The winner must meet all eligibility requirements set forth in these Official Competition Rules to qualify for the prize. The prize winner must complete eligibility and liability/publicity release or the prize may be forfeited and awarded to an alternate winner. The winner's name may be published by Intel in program-related communications and/or on the Intel® Software Partner Program Web site. Prize winners will be notified based on contact information supplied by Participants, the accuracy of which information is the responsibility of the Participants. In the event a Participant cannot be contacted as determined in the sole discretion of Intel, or a winner rejects a Prize, an alternative winner will be identified.

**6. Tax Consequences.** Participation and receipt of benefits from the Competition may have tax consequences in certain instances. Should there be any tax liability for participation in the Competition or the receipt of a Prize, or costs or expenses relating to participation in the Competition or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant.

### **General Rules**

**7.** No purchase necessary. Any applicable federal, state, and local taxes on the campaign payment are the sole responsibility of the winning business.

**8.** The prize is not transferable and a cash alternative is not available. Intel may award substitute prizes of equal or greater value.

**9.** The Competition is governed by the laws applicable in Participant's country. All national and local laws and regulations apply. This Competition is void where prohibited by law.

**10.** In the event the winner does not accept the prize a new replacement winner will be selected.

**11.** By entering the Competition, you release and agree to hold harmless Intel and its officers, directors, employees, representatives, agents, advertising, promotion, production and fulfillment agencies, successors and assigns from and against any liability of any kind in connection with the Competition, including without limitation any costs, fees, expenses, or damages incurred in the use of the prize.

**12.** Acceptance of the prize will constitute permission to use winner's name and/or likeness for promotional purposes without further compensation except where prohibited by law.

**13.** You can withdraw your contribution at any time by notifying us. If a contribution is withdrawn your rights to win a prize in this Competition are lost.

**14.** We may make changes to these rules at any time without notice to you. The most current version of the rules can be reviewed on the [Succeed! Landing page website](#)

**15.** Our only responsibilities with respect to the Competition are set out in these rules. These rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

**16.** For any feedback or questions regarding the Competition or the prizes you can contact Intel by sending an e-mail via this link. [Contact Intel Software Partner Program](#)

**17.** If for any reason this Competition is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Intel which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Intel reserves the right at its sole discretion, to disqualify any individual who tampers with the entry and to cancel, terminate, modify, or suspend the contest.

**18.** Intel assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Intel is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Intel on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this contest or downloading any materials in this contest.

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