

# 2007 JAVAONE<sup>SM</sup> SESSION EVALUATION DRAWING

## OFFICIAL RULES

**YOU HAVE NOT YET WON. NO PURCHASE, PAYMENT OR OTHER CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES HAS NOT BEEN ADVERTISED IN ADVANCE OR OUTSIDE THE CONFERENCE**

1. **HOW TO ENTER.** Registered attendees of the 2007 JavaOne conference ("Conference") may enter this Sweepstakes by attending one or more of the scheduled instructor-led technical sessions or Birds of a Feather sessions ("BOFs"), completing a session evaluation form ("survey"), and returning that survey to a room monitor (usually located by the exit door for the particular session) that is designated by the speaker, or dropping it into one of the designated Drop-Off areas located in the north and south halls during the applicable hours indicated below in Section 2 ("Sweepstakes Entry Periods"). Limit one entry per Entry Period per attendee. Surveys must be submitted on the day the session was held, during the specified Drop Off times. Illegible, incomplete or inaccurate entries are void. Mail in and facsimile entries are not permitted. Subject to all federal, state and local laws and regulations. Void where prohibited.
2. **SWEEPSTAKES ENTRY PERIODS.** The Sweepstakes has four (4) entry periods (each an "Entry Period") as set forth below.

| <i>Entry Period</i> | <i>Date</i> | <i>Drop Off Times</i> | <i>Drawing Date &amp; Time</i> |
|---------------------|-------------|-----------------------|--------------------------------|
| First               | 5/08/07     | 11:15pm               | 5/09/07, 8:00am                |
| Second              | 5/09/07     | 11:15pm               | 5/10/07, 8:00am                |
| Third               | 5/10/07     | 11:15pm               | 5/11/07, 8:00am                |
| Fourth              | 8/11/07     | 5:30pm                | 5/14/07, 10:00am               |

3. **DRAWINGS.** Winners will be selected from all completed and eligible entries, by random drawing conducted by Sun at the Conference on each of the Drawing Dates and Times listed above. One winner will be chosen at the Drawing for each of the First, Second, Third and Fourth Entry Periods for the prizes described below. Sponsor's decisions as to the selection and eligibility of winners are final and binding.
4. **PRIZES, ODDS OF WINNING.**

| <i># of Prizes</i>   | <i>Prize Description</i>  | <i>Retail Value of Prize</i> |
|--|---|------------------------------|
| Five (5) per Entry Period, for a total of Twenty (20) prizes | \$75.00 coupon to be redeemed for merchandise at the 2007 JavaOne Conference store on site, or at the Java Wear and Books Online store at <a href="http://javawear.brandvia.com">http://javawear.brandvia.com</a> | \$75.00                      |

Odds of winning depend on the number of completed entries received during each the Entry Period. Winners will be announced daily. The winner's names will be posted to <http://java.sun.com/javaone> and winners will be notified by e-mail. Winners need not be present to claim the prize. Prizes may be picked up at the 2007 JavaOne Conference retail store. Prizes awarded on Friday, May 14th and unclaimed prizes will be e-mailed to the winners.

The winners are not permitted to substitute the prize or receive its cash equivalent. Sun reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred. Winner is solely responsible for any and all applicable fees and taxes associated with prize receipt and use. All other expenses and costs not expressly listed above are solely the winner's responsibility.

5. ELIGIBILITY. This Sweepstakes is limited to all registered attendees of the Conference who are 18 years of age or older as of the start of the Entry Period. Persons in any of the following categories are not eligible to participate or win the prize(s) offered in this Sweepstakes: (a) persons who are employees or agents of Sun, 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 any country currently subject to U.S. Embargo (see <http://www.sun.com/sales/its/countries/Embargoed.html>); and (e) employees of any government entity.

6. CANADIAN RESIDENTS. Any Canadian resident who is selected as a potential winner in this Sweepstakes will be required to answer a skill based question in order to win and/or claim any prize(s).

7. ADDITIONAL CONDITIONS. By entering this Sweepstakes, each entrant agrees: (a) to be bound by these official rules and, by Sun's decision relating to this Sweepstakes; (b) to release and hold harmless Sun its affiliates, dealers, subsidiaries, and their service agencies and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies, from any and all liability with respect to acceptance, possession, use, or misuse of the prize or participation in this Sweepstakes. Sun and its agencies are not responsible for illegible, incomplete, lost, late, damaged, destroyed, misdirected or unintelligible entries. Sun reserves the right to cancel or modify the terms of this Sweepstakes if fraud, technical failures or any other factor beyond Sun's control impairs the integrity of this Sweepstakes, as determined by Sun in its sole discretion. Sun reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry or selection process or has acted in violation of these Official Rules. Any attempt by any person to deliberately damage or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sun reserves the right to seek damages from any such person to the fullest extent permitted by law. Sun's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. AFFIDAVIT OF ELIGIBILITY/PUBLICITY/RELEASE. Each winner will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release (where legal), upon notice of winning and in order to claim the prize. In the event that all required documents are not signed and returned upon notification, or if the winner fails to claim the prize, the winner will be disqualified, and Sun will select an alternate winner from the same pool of entrants. By accepting the prize, except where prohibited by law, winner agrees that Sun may use his/her name, address, city, state, photograph, videotape or any other likeness, for advertising or publicity purposes, and use statements made by or attributed to him/her relating to Sun or this Sweepstakes (provided same are true), without notice or further compensation to the winner.

9. ENTRIES, PERSONAL INFORMATION. All submitted entries are the sole property of Sun and will not be returned. The information collected from entrants is subject to Sun's privacy policy, which is located at <http://www.sun.com/privacy>.

10. WINNERS LIST, OFFICIAL RULES. To receive the names of the winners (available after the end of each Entry Period), or a copy of the Official Rules, send an email with a clear return physical email address to: [JOneSurveys@sun.com](mailto:JOneSurveys@sun.com).

11. SPONSOR. This Sweepstakes is sponsored by Sun Microsystems, Inc., with offices at 4150

Network Circle, Santa Clara, CA 95054 and its affiliated companies (“Sponsor”).

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than its administration, shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in the County of Santa Clara, 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 entrant be permitted to obtain awards for, and entrant hereby waives 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sun in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules.

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