

## Official Contest Rules

### *Heroku for Java Hackathon*

- TO ENTER:** Deploy your app to Heroku and post the code to a public repository on Github. Email your app name and a link to the Github.com repository to [contests@heroku.com](mailto:contests@heroku.com) with the title of the contest (Heroku for Java Hackathon) in the subject. Entries must be received no later than 11:59pm PST on 3/4/2012. One entry per person.
- PRIZE DETAILS: 1<sup>st</sup> place (\$500 American Express gift card and \$500 in Heroku credit), runners up (1—3) (\$100 Heroku credit) Winners are responsible for applicable federal, state, provincial, territorial and local taxes, including sales, income and any other taxes.** Prizes are not transferable and cannot be substituted for cash. The approximate retail value of each prize is \$1000 or \$100. The total approximate retail value of all prizes together is \$1200. The prizes are subject to availability and are subject to change. The prizes may not be transferred or assigned. No substitutions (including for cash) are permitted, except salesforce.com reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules. Winners may be required to supply a Social Security Number prior to the award of prize. Salesforce.com may file an IRS Form 1099 with the Internal Revenue Service for the fair market value of any prize.
- AWARDING OF PRIZES:** Winners will be selected by Heroku staff based on fulfillment of contest criteria, quality of concept, and quality of implementation. The contest criteria is “Build an application that enables or manages interactions with customers or potential customers via social media channels”. Subject to these Official Rules, all prizes will be awarded. There is a limit of one prize per person. You need not be present to win. Winners will be attempted to be notified by approximately 6:00 pm PST on 3/15/2012. Winners will be notified by email, phone and/or regular mail and may be required to sign and return an declaration of eligibility and compliance with these Official Rules, a publicity/liability release (unless prohibited by law), and any other requested documents within the time period stipulated in the documents. Failure to comply with this requirement may result in disqualification. Any notification returned as undeliverable may result in disqualification. Winners will receive their prizes within 30 days of the Competition closing date unless notified otherwise.
- ODDS OF WINNING:** Odds of winning will depend on number of valid entries received and the skill of the entrant relative to other entrants, and therefore cannot be determined.
- ELIGIBILITY:** You must be either be a company registered in the United States, United Kingdom, or Canada (excluding Quebec) or an individual legally resident in the United States, United Kingdom, or Canada (excluding Quebec) that is 18 years or older and at least the age of majority in your jurisdiction of residence to enter. Companies and residents of Quebec, Canada are not eligible. Companies and employees of salesforce.com, inc. or its subsidiaries, affiliates or promotional agencies, including their immediate family and household members, are not eligible.
- CONDITIONS OF ENTRY:** Offer is void where prohibited and subject to federal, state, provincial, territorial and local laws. Entry constitutes permission to use winner's name and likeness for publicity purposes without further compensation (except where prohibited by law). By participating, you expressly acknowledge compliance with these Official Rules, including all eligibility requirements. Signing up or having an account on Heroku.com and Github.com is required for entry. By submitting an application you agree that the source code will be open sourced under the Apache License, Version 2.0, available here: <http://www.apache.org/licenses/LICENSE-2.0.html>. Applications may be used by Salesforce.com for promotional or educational purposes.
- LIMITATION OF LIABILITY:** Salesforce.com, inc. and its subsidiaries, affiliates and promotional agencies, and their respective officers, directors, employees, representatives and agents, are not responsible for lost, damaged, illegible, incomplete or incorrect entries, and shall have no liability for any damage, loss or liability to any person or property due in whole or in part, directly or indirectly, to the acceptance, possession, use or misuse of a prize or to participation in this Contest. As a condition of entering this Contest, participant agrees that under no

circumstances will participant be entitled to any awards for any losses or damages, and participant hereby waives all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. Salesforce.com, inc. reserves the right to cancel or suspend this Contest should it determine, in its sole discretion, that the administration, security or fairness of this Contest has been compromised in any way. Should the Contest be terminated prior to its conclusion, all prizes not awarded will be donated to charity. Subject to applicable law, any and all disputes, claims and causes of action arising out of or related to this Contest or any prize awarded shall be resolved under California law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California.

8. **BY ENTERING THE CONTEST, EACH ENTRANT RELEASES AND AGREES TO HOLD HARMLESS SALESFORCE.COM AND ITS SUBSIDIARIES, AFFILIATES AND PROMOTIONAL AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) ENTERING THE CONTEST; (II) ACCEPTANCE OR USE OF ANY PRIZE; AND (III) OTHERWISE ARISING OUT OF OR RELATING TO THE CONTEST.**

9. **FORCE MAJEURE:** If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness and/or integrity of this Contest, we reserve the right to cancel, change, or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we cancel, change, or suspend the Contest. Hacking is a crime. If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in any way, we may seek damages from you to the fullest extent permitted by law and you may be prohibited from participating in any future contests.

10. **PRIVACY:** Entrant information submitted will be collected in accordance with Sponsor's Privacy Policy, which can be found at <http://www.salesforce.com/company/privacy.jsp>

11. **LIST OF WINNERS:** To request a list of winners' names, send a self-addressed, stamped envelope to: salesforce.com, inc., Attn: Courtney Correll, SF Java Hackathon 321 11<sup>th</sup> st. San Francisco, CA 94103. Requests must be received by 4/15/2012.

12. **SPONSOR CONTACT:** salesforce.com, inc., The Landmark @ One Market, Suite 300, San Francisco, CA, 94105, United States. All rights reserved.