

# LUSTRE FILM SWEEPSTAKES

## Official Rules

### NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the United States of America (excluding Puerto Rico) and Canada (excluding Quebec) who are 18 years of age or older as of the start of the Sweepstakes Period.

Void where prohibited by law. 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 Microsystems, 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 of (defined as spouse, parent, sibling or child, regardless of where they reside) 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. Subject to all federal, state and local laws and regulations.

2. **SPONSOR:** The Sweepstakes is sponsored by Sun Microsystems, Inc., with offices at 4150 Network Circle, Santa Clara, CA 95054 and its affiliated companies ("Sponsor").
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules.
4. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:01 a.m. Pacific Standard Time ("PST") on December 19, 2008, and ends at 11:59:59 p.m. PST on December 21, 2008 (the "Sweepstakes Period"). Entries received prior to or after the Sweepstakes Period will be disqualified.
5. **ENTRY:** There is one (1) way to enter the Sweepstakes:

During the Sweepstakes Period, send an e-mail to [Lustrefilm@sun.com](mailto:Lustrefilm@sun.com) with the correct answer to the following question: "A feature film that is opening in theaters Friday, Dec. 19, 2008, was rendered on the Lustre file system. What is the name of that film?" Include your full name, title, company, mailing address, telephone number and email address in the e-mail. Correct responses will receive one (1) entry into the Sweepstakes.

Limit one (1) entry per person or email address. Entries received by facsimile or US mail will be disqualified. Proof of sending will not be deemed to be proof of receipt by Sponsor. Illegible, incomplete or inaccurate entries are void.

**PRIZES:** Four winners will be selected to receive: one (1) AMC Gold Experience™ Ticket, good at any AMC movie theater. Approximate retail value: USD\$10.

No cash or other substitution, assignment or transfer of prize(s) permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value. Winner is solely responsible for any and all applicable fees and taxes and shipping associated with prize receipt and use. Odds of winning depend on the number of eligible entries received. All other expenses and costs not expressly listed above are solely the winner's responsibility.

6. **DRAWING:** The winner(s) will be selected in a random drawing from among all entries received by Sponsor. Sponsor's decisions as to the selection of potential winner(s) are final and binding.

The drawing will take place on or around Monday, December 22, 2008.

7. **NOTIFICATION OF POTENTIAL WINNER(S):** The potential winner(s) will be notified by email and/or telephone within 5 days of the drawing date. If potential winner cannot be contacted within 10 days after the first attempt to contact him/her, an alternate entrant will be selected in his/her place at random from all eligible entries received. Potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Except where prohibited, the potential winner must sign and return to Sponsor, within 10 days of being notified, an Affidavit of Eligibility/Liability & Publicity Release and applicable tax forms in order to claim his/her prize. If the potential winner fails to sign and return the Affidavit of Eligibility/Liability & Publicity Release within the required time period, an alternate entrant will be selected in his/her place at random from among all entries.
8. **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).
9. **PRIVACY:** All submitted entries are the sole property of Sponsor 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. **PUBLICITY:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's use of winner's name, likeness, voice, opinions, biographical information and state of residence for promotional purposes in any media without further payment or consideration.
11. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel or modify the Sweepstakes in its sole discretion or if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address.
12. **RELEASE:** By entering this Sweepstakes, each entrant agrees 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.
13. **LIMITATIONS OF LIABILITY:** Sponsor is not responsible for any incorrect, inaccurate, illegible, incomplete, lost, late, damaged, destroyed, misdirected or unintelligible entries or information, which will be disqualified, or for failed, partial or garbled computer transmissions, whether caused by the US mail, the website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions in the Sweepstakes. Sponsor does not assume 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. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or

providers, computer equipment, software or failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating in the Sweepstakes.

14. **SWEEPSTAKES RESULTS AND OFFICIAL RULES:** To receive the name of the winners (available 15 days after the end of the Sweepstakes Period), or a copy of the Official Rules send an email with a clear return physical email address to: [Lustrefilm@sun.com](mailto:Lustrefilm@sun.com)
15. **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.