

## Groundbreaker Award, Presented by Oracle

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR VOTE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**BY PARTICIPATING IN THIS AWARD PROGRAM AS AN VOTER, NOMINEE, OR NOMINATING PARTY, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, DO NOT PARTICIPATE IN THIS AWARDS PROGRAM AND DO NOT SUBMIT A NOMINATION OR VOTE.**

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**1. DESCRIPTION OF THE AWARDS:** The Groundbreaker Award, Presented by Oracle (“Awards”) invites members of the Oracle community to recognize the contribution of individuals in the Developer Community. Community members may nominate candidates (including themselves) by submitting online nomination forms available on <https://developer.oracle.com/groundbreakers>. Community members will vote on the pool of

eligible Nominees based on their respective community contributions. Those selected Nominees will be listed on an Awards voting page where anyone can vote for Nominees. The Awards will open on February 25, 2019 and close on April 19, 2019. Winners will be announced at Oracle Code on May 21, 2019 in New York City. Oracle is the sponsor of the Groundbreaker Award, Presented by Oracle ("Sponsor").

Criteria used by Oracle to determine the Nominees displayed include, but are not limited to:

- Only fully completed nomination forms will be considered
- Nominations containing inflammatory or other inappropriate language will not be considered
- Oracle reserves the right to withhold nominations from public view
- Once a deadline has been provided for nomination submission, no extension will be given
- In the case of a community member, customer, partner or other third party nomination, the nominee's approval is required

**2. ELIGIBILITY FOR VOTERS, NOMINATING PARTIES AND NOMINEES:** The Awards program is open to individuals only. Nominations and votes must each be submitted by (in the case of Nominating Parties or Voters) or about (in the case of Nominees) an individual who is 18 years or older and a member in good standing of the developer community at the time submission. Residents or citizens of the province of Quebec in Canada, the country of Italy, and any country under US embargo during the Awards Period are not eligible to participate as Nominees. In addition, persons in any of the following categories are not eligible to participate as Voters or Nominees: (a) employees or agents of Sponsor and its parent, affiliate and subsidiary companies (collectively "Sponsor"), or of Sponsor's participating advertising and promotion agencies, and prize suppliers; (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household as any person in (a) above; (c) employees, officers, or officials of any government entity, including, but not limited to, any person acting in an official capacity for or on behalf of any national, state, provincial or local government, or any department or agency thereof; and (d) employees of any company that has a policy against and/or legally prohibits participation in the Awards or the awarding of a prize/award/benefit to an employee.

**3. AWARDS PERIOD:** The Awards Period is February 25, 2019 to April 19, 2019 and is comprised of 2 periods: The **Nomination Period** begins on February 25, 2019 8:00 AM (all times are Pacific Time) and ends on March 22, 2019 11:59 PM. The **Voting Period** opens April 2, 2019 8:00 AM and closes on April 19, 2019 11:59 PM. Sponsor's clock is the official time clock for the Awards. **IMPORTANT NOTICE: EACH VOTER AND NOMINEE IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN HIS/HER RESPECTIVE GEOGRAPHICAL LOCATION.**

#### **4. NOMINATION:**

To nominate a candidate (a "Nominee"), including yourself, go to <https://developer.oracle.com/groundbreakers> ("Website") and (1) fill out a nomination form for an Award. Enter Nominee's name and nomination details and agree to the terms and conditions. (2) As part of the Nomination, you will be asked to provide a short description of the Nominee's accomplishments. Oracle may choose to publish the Nomination, in whole or in part or not at all.

Alternative methods of nomination are not accepted. Incomplete nominations will not be considered.

Each submission will be considered one Nomination. Nominations must be in English. You may submit multiple Nominations. Subject to all of the other terms in these Official Rules, you may receive assistance from others in developing your Nominations. Nominations may not contain:

- Trade secrets or other information that is inappropriate to share with the general public.
- Copyrighted materials (whether registered or unregistered) that are owned by third-parties, without permission from the copyright owner(s).
- Trademarks owned by parties other than Sponsor or the Nominee or Nominating Party submitting the Nomination (whether registered or unregistered), without permission of the trademark owner(s).
- Information that defames, misrepresents or contains disparaging remarks about Sponsor, Sponsor's products, any person, company or product.
- Messages or images inconsistent with the Sponsor's brand and company.
- Content that violates any country, federal or state law.

#### **5. LICENSE GRANTED IN NOMINATION:**

By participating in the Awards, each Nominating Party and each Nominee grants Sponsor a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable, and non-exclusive license to use, reproduce, copy, adapt, publicly perform, communicate to the public, make available and publicly display any Nomination in whole or in part, on Sponsor's web and social sites and/or in other marketing promotions related to Sponsor, its products and services and/or this Awards in any and all media, now or hereafter devised, worldwide in perpetuity, without additional compensation, notification or permission, unless prohibited by law. All information collected from Nominations shall be deemed collected and judged in the United States.

#### **6. VOTING. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO VOTE.**

**A. HOW TO VOTE.** To vote, visit the Website during the Voting Period stated in Section 3 above and follow the directions to vote for your favorite Nominees. All votes are subject to the voting conditions stated below.

**B. VOTING CONDITIONS.** All voting will be subject to verification and certification by an independent third party auditor. No automatic, programmed, robotic or similar means of voting are permitted. Participants who do not comply with these Terms and Conditions, or who attempt to interfere with the voting process or the operation of the Website or the conduct of the Awards in any way will be disqualified and their votes will not be counted. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend voting should any virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the voting process. All decisions regarding the voting process shall be final and shall not be subject to challenge or appeal.

## 7. SELECTION OF WINNERS:

After voting closes on April 19, 2019, the votes will be counted, and the four Nominees with the three highest vote totals will be deemed potential winners. Potential winners will be confidentially informed on April 25, 2019. Winners will be announced during Oracle Code on May 21, 2019 in New York City.

When Sponsor notifies potential winner(s), each potential winner will be provided an Affidavit of Eligibility and Publicity Release ("Affidavit"). A Nominee will not be announced as an award winner without successful completion and signing of this Affidavit. If Sponsor is unable to reach a potential winner or if the Affidavit is not properly completed and returned to Sponsor, or if an award notification is returned as non-deliverable, or if a potential winner is found not to have complied with these Official Rules in any way, the award will be forfeited and an alternate winner will be selected. Potential winner(s) have 2 business days from receiving the Affidavit to return the completed Affidavit in order to receive their award(s).

## 8. AWARD WINNER BENEFITS:

Each of the four winners will be based on popular voting. Prizes are non-monetary benefits, as recognition is the basis of the award. Winner benefits include:

1. Commemorative trophy
2. Digital winner badge and digital winner signature artwork
3. Consideration for placement in Oracle marketing and publications, and speaking opportunities at Oracle events

All properly claimed benefits will be awarded provided a sufficient number of eligible Nominations are received, but in no event will the Sponsor award more benefits than are provided for in these Official Rules. No substitutions of benefits allowed, in whole or in part, except Sponsor reserves the right to substitute a benefit of comparable significance if a benefit becomes unavailable. All taxes and expenses associated with the benefits are the responsibility of the winners.

**9. CONDITIONS OF PARTICIPATION AND WINNING: By participating in the Awards promotion, Voters, Nominees and nominating parties agree to be bound by the terms of these Official Rules and by the decisions of Sponsor and the judges, which are final and binding on all matters pertaining to the Awards.** Sponsor reserves the right to modify or terminate the Awards promotion at any time and at its sole discretion.

As between Sponsor and a Nominee or Nominating Party, the intellectual property rights to a Nomination, if any, will remain with the Nominating Party, subject to the license grant herein, except that these Official Rules do not supersede any other assignment or grant of rights according to any other separate agreement between Nominating Party and other parties. Acceptance of a benefit constitutes permission for, and a winner's consent to, Sponsor and its agencies to use Nominee's name and/or likeness and Nomination for advertising and promotional purposes without additional compensation, unless prohibited by law. A Voter, Nominee or Nominating Party may be prohibited from participating in this Awards if, at Sponsor's sole

discretion, it reasonably believes that the Nominee, Nominating Party or Voter has attempted to undermine the legitimate operation of the Awards by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, Sponsor or Sponsor's associated agencies. Any false information provided within the context of the Awards by any Nominating Party or Nominee concerning identity, email address, postal address, telephone number, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Nominee from the Awards. Sponsor further reserves the right to disqualify any Nomination that it believes, in its sole and unfettered discretion, infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules. Benefits are conditioned on verification that Sponsor's provision, and Nominee's acceptance, of a benefit, complies with all applicable laws, regulations, and/or rules of Nominee's nation, state or province, locality and/or employer.

**10. RELEASE/DISCLAIMER OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BY PARTICIPATING, NOMINEES, NOMINATING PARTIES, VOTERS, FINALISTS, POTENTIAL WINNERS AND WINNERS ("RELEASING PARTIES") WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE RULES, AND RELEASE, INDEMNIFY AND HOLD HARMLESS, AND AGREE TO KEEP INDEMNIFIED AND HELD HARMLESS, SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASED PARTIES") AT ALL TIMES FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, DEMANDS, COSTS OR EXPENSES OR ANY LIABILITY OF ANY KIND (A) RESULTING FROM OR ARISING FROM PARTICIPATION IN THE AWARDS OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF PRIZE(S)/BENEFITS THAT MAY BE AWARDED; OR (B) FOR OR IN RESPECT OF WHICH RELEASED PARTIES WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT, OMISSION, BREACH OR NON-OBSERVANCE, WHETHER NEGLIGENT OR OTHERWISE, BY A RELEASING PARTY UNDER THESE OFFICIAL RULES.

Benefits are provided "as is" without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local law or regulation. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Awards or in the announcement of a benefit. Each Nominee or Nominating Party also waives and releases Released Parties from any and all claims that Nominee or Nominating Party may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" (including without limitation any limitation any rights or claims under the Visual Artists Protection Act (17 USC section 106A)) or unfair competition with respect to Sponsor's exploitation of Nominations without further notification or compensation to Nominees or Nominating Parties of any kind, and use of Nominee or Nominating Party's likeness. Released Parties are not responsible for electronic transmission errors in the Awards resulting in omission, interruption, deletion, defect, delay in operations or transmission. Released Parties are not responsible for theft or destruction or unauthorized access to or alterations of Nominations, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. If for any reason the Awards is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the public website for any reason or any

other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Awards, Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Awards. Sponsor reserves the right to disqualify any individual who tampers with the Nomination process. **CAUTION: Any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of the Awards is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.**

**11. DISPUTE RESOLUTION/CHOICE OF LAW:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Awards are hereby excluded, and any Nominee or Nominating Party expressly waives any and all such rights. Nominees or Nominating Parties agree that these Official Rules and the Awards are governed by the laws of California, USA, without regard for conflicts of law doctrine of any jurisdiction. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and Awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Awards, but in no event attorneys' fees. Nominees or Nominating Parties hereby waive all rights to (i) claim or be Awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

**12. DATA PRIVACY:** Nominees or Nominating Parties agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Awards and any other purposes outlined in these Official Rules or in Oracle's Privacy Policy, located at <http://www.oracle.com/us/legal/privacy/privacy-policy/index.html>. Sponsor may use and share an Nominee or Nominating Party's personal data with third parties to the extent necessary to fulfill its obligation to administer and sponsor this Awards.

**13. SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**14. WINNERS LIST:** For the winners' names, go to <https://developer.oracle.com/groundbreakers> on or about May 21, 2019. A link to the results will be provided on the main index page. The Winner List will be available for a period of at least ninety (90) days thereafter.

**15. SPONSOR:** Oracle, 500 Oracle Pkwy., Redwood Shores, CA 94065.