

LANDESK COMMUNITY CONTEST TERMS AND CONDITIONS

The rules listed below form the terms and conditions of the LANDESK Community ("**Contest**"). The following terms and conditions are entered into between LANDESK Software, Inc. and its affiliated or subsidiary companies including, but not limited to, LANDESK International Limited ("**LANDESK**") and you:

a. **Acceptance of Terms.** By registering as a user on the LANDESK Community site at www.community.landesk.com ("**Community**") and supplying an answer to a technical product question within the Product posting areas of the Community as entry to this Contest ("**Contest Entry**"), you agree to and accept these Terms and Conditions.

b. **Cancellation.** LANDESK reserves the right to modify or cancel the Contest for any reason without prior notification. In the event that LANDESK cancels the Contest, your Contest Entry will not be used by LANDESK without your written permission.

c. **Original Creation.** You hereby represent and warrant that your Contest Entry is your original creation and work in its entirety and does not incorporate any materials protected by third party intellectual property rights.

d. **Third Party Contributions.** To the extent any third parties have contributed to the Contest Entry in any way or your Contest Entry contains materials protected by third party intellectual property rights, you represent and warrant that you have obtained sufficient permissions from the third parties to grant LANDESK a worldwide, royalty-free, irrevocable and perpetual license to use all images, music, pictures, and other intellectual property featured or incorporated in your Contest Entry. You further agree that, upon request, you will provide to LANDESK adequate signed consent, releases and/or licenses that include all permissions necessary to grant LANDESK the rights listed above.

e. **Permission, Release, and Consent.** All Contest Entries submitted to this Contest become the sole property of LANDESK. By submitting a Contest Entry to this Contest, you grant LANDESK ownership of the Contest Entry and its components and assign all rights, title and interest in and to the Contest Entry and all portions of the Contest Entry to LANDESK (or its contractors on its behalf) to use, display, make derivative works of, reproduce, transmit, edit, modify, distribute, post and broadcast the video in any media now known or hereafter devised throughout the world and for all purposes without restriction and without compensation or attribution to you.

In addition, you expressly grant to LANDESK and its contractors a worldwide, royalty-free irrevocable, perpetual, non-exclusive license to use, reproduce, publish, portray and display names, likeness(es), voice(s), and biographical information as contained in the Contest Entry as well as prize information (if selected as a prize winner).

f. **Winners.** One (1) winner of the Contest will be selected randomly per month from among the top ten (10) Community users with the most entries marked as "Correct Answer" by the end of the month. Users must have more than one (1) "Correct Answer" Contest Entry to qualify. Employees of LANDESK are not eligible. Each month's winner will be announced by the 15th of the following month on the Community blog at www.community.landesk.com/support/community/cso/blog.

If you are a potential winner and do not respond within 15 (fifteen) days of the announcement, LANDESK reserves the right to choose another winner.

g. **Prize Information.** The prize for each winning entry of the Contest will be one (1) Amazon.com (trademark is the property of its respective owner) gift card for fifty U.S. Dollars (\$50.00). The prize will not be transferable to another person. No part of the prize is exchangeable for cash or any other prize.

h. **Dispute Resolution.** In the event of any dispute regarding the rules, the conduct or results of the Contest, or any other matter relating to the Contest, the decision of LANDESK shall be final and unchallengeable and no correspondence or

discussion shall be entered into, comment issued, or reason given in respect of any decision made by LANDESK.

i. **Limitation of Liability.** YOU AGREE THAT LANDESK AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, CONSULTANTS, CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE DEFENDED, HELD HARMLESS AND INDEMNIFIED BY YOU FROM AND AGAINST, ANY LIABILITY, LOSSES, COSTS, JUDGMENTS, EXPENSES AND DAMAGES INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM: (A) PARTICIPATION IN THIS CONTEST OR ANY CONTEST-RELATED ACTIVITY OF ANY KIND; OR (B) ANY CLAIMS RELATED TO YOUR CONTEST ENTRY.

YOU AGREE THAT IF ANY USE BY LANDESK OF THE CONTEST ENTRY CAUSES ANY OF THE RELEASED PARTIES TO BE LIABLE TO ANY THIRD PARTY FOR ANY REASON, YOU AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY ALL RELEASED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) INCURRED AS A RESULT OF LANDESK'S USE OF THE CONTEST ENTRY IN ACCORDANCE WITH THE TERMS OF THE CONTEST.

YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST. REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THEIR POSSIBILITY.

YOU AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IF CONTEST IS DELAYED, INTERRUPTED, STOPPED OR CANCELED.

j. **Confidentiality.** You agree that all official Contest Entry form data, each Contest Entry, communications or submissions, creative suggestions, ideas, notes, concepts or other materials that you may submit in connection with this Contest, including all rights embodied therein, with the exception of personally identifiable information, is non-confidential and non-proprietary. For information about how LANDESK may use information you provide as part of your Contest Entry, please read LANDESK's privacy policy at <http://www.landesk.com/legal/#privacy>.

k. **Choice of Law/Venue.** Except where prohibited by law, you agree that this Contest and any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, in accordance with the law of the state of Utah, USA, without giving effect to the conflict of laws principles thereof. You further agree to the exclusive jurisdiction of the courts located in Salt Lake City, Utah, USA.

l. **Authority.** You warrant that you have sufficient rights and full authority to execute this Agreement on your behalf and, as applicable, on behalf of third parties collaborating with you, if any, in this Contest.