

SPLICE MACHINE EVENT GIVEAWAY PROGRAM

Official Rules

Event:	<u>Strata + Hadoop World 2014</u>
Program Period:	<u>Begins 10:30 am (ET) Thursday, October 16, 2014</u> <u>Ends 4:15 pm (ET) Friday, October 17, 2014</u>
Drawing Date:	<u>Tuesday October 21, 2014</u>
Prize:	<u>One (1) American Express gift card loaded with \$1,000.</u> <u>Prize Approximate Retail Value: \$1,000.</u>

ENTRY: The sweepstakes program (the “Program”) runs during the Program Period set forth above. To enter, eligible persons must visit the Splice Machine booth at the Event and sign up for the Splice Machine mailing list, for example by scanning their Event badge or by speaking with a Splice Machine representative. No purchase is necessary to enter or to win.

ELIGIBILITY: The Program is open to eligible registered attendees of the Event. Eligible registered attendees exclude: (1) employees, affiliates, and agents of Splice Machine, Inc. (“Splice Machine” or “Sponsor”), including its parents, subsidiaries, affiliates, advertising agencies, and promotional agencies, as well as the immediate family and household members thereof; and (2) anyone who is not a legal resident of the fifty (50) United States or the District of Columbia or who is not at least eighteen (18) years of age or the age of majority in their state of residence, whichever is older. Subject to all federal, state and local laws and regulations. Void where prohibited. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes each entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

WINNER SELECTION: On or about the Drawing Date, one (1) prizewinner will be randomly selected from the pool of eligible entries submitted during the Program Period. The winner will be contacted via e-mail. The odds of winning depend on the number of eligible entries received.

PRIZE: The winner, subject to verification of eligibility and any other applicable conditions, will receive the Prize described above.

CLAIMING THE PRIZE: The winner must respond within 48 hours of Sponsor’s notification attempt. If the potential does not respond by Thursday, October 23, 2014, the potential winner will be deemed to have forfeited the prize, and Sponsor will select a new winner at random from eligible entries. Splice Machine is not responsible for the winner not receiving the email for any reason, including due to wrong email address or spam filtering. Except where prohibited, Sponsor may require potential winner(s) to

complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within three (3) days of being notified. If the potential winner fails to sign and return the Affidavit/Release within the required time period, or is unavailable to accept the prize within the time period specified by the Sponsor, that potential winner will be deemed to have forfeited the prize, and an alternate potential winner will be selected in his/her place in a random drawing from all eligible entries received within two (2) days of the date the potential winner is determined to be ineligible. Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the prize notification as non-deliverable may result in disqualification and naming of an alternate potential winner. Up to two alternate winner drawings will be held, after which any remaining prize(s) will remain un-awarded.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF THE PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

ADDITIONAL TERMS & CONDITIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of a Prize are the sole responsibility of the winner. No cash will be included with the prize. The Prize is non-assignable and nontransferable, and may not be given, bartered, sold, or exchanged for cash or another prize. Prize may not be upgraded, and no substitutions will be allowed; except Splice Machine reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Prizes not won and claimed by eligible winners in accordance with these terms and conditions will not be awarded. Winners may waive their right to receive a Prize.

Sponsor will not replace any lost or stolen Prizes. Only one Prize is available to be won.

Participation constitutes each entrant's full and unconditional agreement to these Official Rules and to Splice Machine's decisions, which are final and binding. Splice Machine reserves the right at its sole discretion to verify the eligibility of winners, and to disqualify any individual it finds to be attempting to tamper with or undermine the Program, violating the terms and conditions, or acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Information collected from entrants is subject to Splice Machine's privacy policy, available at <http://www.splicemachine.com/company/privacy/>

RELEASE OF CLAIMS AND LIMITATIONS OF LIABILITY: By participating in the Program, entrants agree that Splice Machine and its parents, affiliates, subsidiaries, representatives, contractors, legal counsel, advertising or marketing agencies, officers, directors, employees, and agents ("Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind (3) unauthorized human intervention in any part of the

entry process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Program or Prize winner's receipt or use or misuse of any Prize. No more than the stated number of Prizes will be awarded.

By participating in this Program, entrants agree that the Released Parties will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize, entry, or participation in the Program or in any related activity.

DISCLAIMER OF WARRANTY: WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES PROGRAM, INCLUDING THE MEANS OF ENTRY AND PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Program or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in San Francisco, CA, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs (if any) associated with entering the Program, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.

WINNERS LIST/OFFICIAL RULES: The winner's name will be available will be available after confirmation (within two weeks after the Drawing Date) by emailing info@splicemachine.com two or by mailing a self-addressed stamped envelope to Splice Machine, Inc., 612 Howard Street, #300 San Francisco, CA 94105.