

SolarWinds® DameWare® Software to Support Surface Video Challenge Giveaway: Official Rules

No purchase necessary. A purchase will not increase your chances of winning.

Eligibility: The SolarWinds DameWare Software to Support Surface Video Challenge Giveaway (the “Giveaway”) is open only to legal residents of United States who are eighteen (18) years of age or older. Employees of SolarWinds Worldwide, LLC or other companies associated with the promotion of the Giveaway, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

Sponsor: The Giveaway is sponsored by SolarWinds Worldwide, LLC, 3711 South MoPac Expressway, Building Two, Austin, TX 78746 (the “Sponsor”).

Agreement to Official Rules: Participation in the Giveaway constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. **There is a limit of one \$100 Amazon® gift card.**

Entry Period: The Giveaway begins at 8:00 a.m. CST on February 12, 2013 and ends at 6:00 p.m. CST on February 19, 2013. Entries submitted before or after the Entry Period will not be eligible for the Giveaway.

How to Enter: Post a video of someone supporting a Microsoft® Surface Pro tablet with DameWare Remote Support or Mini Remote Control software, and post the video on Sponsor’s community portal, thwack®. Entrants will have to demonstrate a full remote control connection made through the MRC Viewer protocol. **RDP and VNC connections do not qualify.** There is a limit of one (1) entry per person and e-mail address.

Prize: The first Entrant will receive one \$100.00 Amazon gift card, with the approximate retail value of \$100.00. **There is a limit of one \$100.00 Amazon gift card.** Sponsor will attempt to notify the first Entrant who has complied with the entry requirements via email. Any prize details not specified above will be determined by Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and any and all other costs and expenses not listed above. Please allow 4-6 weeks after entry to receive your prize.

General Conditions: In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and

then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision 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 who is assigned to 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 e-mail address. This Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

Release and Limitations of Liability: By participating in the Giveaway, Entrant agrees to release and hold harmless the Sponsor, its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Giveaway or the processing of entries; or (e) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Entrant's Representations and Warranties: By entering this Giveaway, Entrant represents and warrants that it grants to Sponsor and its affiliates an irrevocable, non-exclusive and royalty-free, worldwide, perpetual right and license to reproduce, distribute, broadcast, post, publish, transmit, encode, store, and/or otherwise use or display, in whole or in part, any content submitted in connection with this Giveaway for the purpose of promoting the Giveaway or Sponsor, in all media now known or hereafter devised. Entrant grants to Sponsor and its affiliates the rights and licenses free of charge and agrees that no further permissions from or payment of compensation or royalties to Entrant or any other party are required. Entrant also waives any intellectual property rights, privacy or publicity rights, moral rights, or any other legal right Entrant may have acquired in the content submitted or its elements, if any; and Entrant waives any claim and agrees not to assert any claim against Sponsor, its licensees, or affiliated or related companies for their use of the content submitted. No further permissions, consents or payments are required from or to Entrant or any third party in connection with the use by Sponsor of the rights granted hereunder, there is and will not be any agreement with a third party that may in any way interfere with Sponsor's rights under this license, and such rights are and shall be free and clear of any and all claims, rights and obligations whatsoever.

Privacy and Publicity: Except as set forth herein, any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Giveaway constitutes an Entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.

Giveaway Results: To request the winner, send a self-addressed, stamped envelope to: Sr. Director - Merchandising; Attn: Kirsten Knipp; 3711 South MoPac Expressway; Building Two; Austin, Texas 78746. Requests must be received within four (4) weeks of the end of the Entry Period.