



**Intel® Software Partner Program
Accelerate! Competition
Official Competition Rules
June 1, 2009 (Updated)**

No purchase necessary. Program winners will be selected based on a competition from eligible Accelerate! entries submitted by eligible entrants for the best written and creative submissions.

These rules (including the Intel [Privacy Policy](#) , the www.intel.com Terms of Use, and the Intel® Software Partner Program Terms & Conditions at <http://swpartner.intel.com/Partner/Enrollment/LegalAgreementSummary.aspx?TabMode=COMPANY#>) govern the Intel® “Accelerate!” competition (the “Competition” and set out the terms and conditions between Intel Corporation and its affiliates (“Intel” or “us/we”) and each participant (“participant” or “you”).

1. Who Is Eligible: Participants must be members of the Intel® Software Partner Program. Employees of Intel Corporation (“Intel”), their immediate families, and their respective distributors, affiliates, subsidiaries, and advertising and promotional agencies are NOT ELIGIBLE. Void where restricted or prohibited by law. This is a one-time promotion, open only to members who fulfill the Competition requirements stated in these rules.

2. Competition, Prizes, Approximate Monetary Value, and Odds of Winning: For each Intel Partner Software Program on-line software Projection Completion Report (PCR) completed and submitted for a member company’s software project during the promotional period of March 1 through June 30, 2009 11:59pm (Pacific time), the company may complete and submit, in English, Chinese, Russian or Spanish, a Competition entry form (“Entry Form”). Only one entry per PCR may be completed and submitted during the Competition period. Only commercially available software products are eligible.

Completion and submission of the Entry Form constitutes entry into to the Competition and consent to and agreement with the Official Competition Rules.

2a. Competition Entry Form: Once a member has completed their application and submitted a PCR for that software project, they may access and complete an on-line Entry Form on the [Accelerate! landing pages](#) . The Entry Form will require some contact and application information to be provided and two sections that are key to the Competition and selecting winners, **1)** provide up to 100 words description on how their application that was submitted via PCR and optimised for Intel® technology are an example of an innovative solution and **2)** submit up to 100 words proposal for a US\$5000 marketing campaign promoting participants’s Software optimization for Intel technology. (“Content”) All fields on the Entry Form must be completed to be eligible for the Competition.

In addition all winners must provide proof to Intel that their application is being sold to the public via on-line sales, distribution, retail or printed advertising. If a Competition winner can not provide proof of the public sale of the application on their PCR, they will be disqualified and a new replacement winner will be selected.

Intel is not responsible for entries that are late, incomplete or that are not received due to lost, failed, delayed, or interrupted connections or miscommunications, or other electronic malfunctions.

2b. How to win - Competition Judging Criteria: All submitted eligible entries with the Content will be evaluated and judged by a panel of judges from Intel and a third party marketing agency to determine the best innovative combination of application and Intel technology and the best creative marketing campaign idea to determine the winners. Submitted Content will be judged based on the following criteria:

- Quality and level of innovative and unique features and benefits provided by the combination of the software application and Intel technology to provide an enhanced business or consumer solution
- The level of improvement to performance, functionality and innovative features to the software by enabling for Intel technology that resulted in more functionality and a better user experience.
- Evaluate the proposed \$5000 marketing plan for the level of creativity and marketing impact provided via the proposed marketing material and activities for their eligible software combined with Intel technology
- The level of creative marketing that highlights the performance and innovative qualities of Intel technology as a contribution to the application's features, benefits and value to the user

All decisions of the judges are made at the judges' sole discretion and are final in all matters relating to this Competition.

2c. Prizes

- **Seven US\$5000 Marketing Campaign Grand Prizes:** A winner for one Grand Prizes of US\$5,000.00 marketing campaign (Estimated value: \$5000) will be selected for each of the seven Intel Software Partner Program business geographical areas; North America, Latin America, People's Republic of China, India, Rest of APAC, Russia and Rest of EMEA for a total of seven winners. The marketing campaign will be developed by an Intel-approved agency pending final approval by an Intel representative. Campaign material development will be for the completed application and will be done in conjunction with an Intel-approved vendor and may include marketing materials in online, print, or video formats. An Intel representative will be designated as the winner's campaign contact and will discuss campaign specifics. Intel brand and legal restrictions will apply to campaign materials. Prize is only for campaign materials and no additional services or subscriptions are included. Winner agrees that the Grand Prize marketing campaign is being provided "as

is,” and Intel makes no warranty, representation, or guarantee regarding marketing campaign outcomes, such as acquiring customers or selling products. NO CASH PAYMENT TO THE WINNER.

- **Eighteen Netbook PCs Monthly Prize:** For the months of March, April and May 2009, there will be a monthly global Competition for three Netbook PC (estimated value of \$300.00) based on the Entry Forms submitted and judged on the Competition criteria, three winners will be selected for entries submitted.
- **MIDs Stimulus Package:** In addition, a monthly “MIDs Stimulus Package” component of the Accelerate! competition will award fifteen Notebook to fifteen members that submit Accelerate! entries for eligible MIDs project completion reports for the months of March, April and May 2009. A member may not be winner of more than one Netbook prize from either the monthly Accelerate! Netbook Competition or the MIDs Stimulus Package Competition. Once, a member wins a Netbook, they are no longer qualified to win any other Netbook award, but is still eligible for the Accelerate! grand prize. As of June 1, 2009, the MIDs Stimulus Package has been extended for the month of June 2009.
- **Odds of Winning:** Odds of winning depend on the total number of eligible entries received.

3. Timelines: For the Accelerate! monthly prize Competition for March, April and May 2009, the Competition will be based on entries submitted by 11:59pm (Pacific time) April 5, May 5 and June 5. The monthly winners will be judged and announced on the Intel Software Partner Program homepage by April 30, May 30 and June 30, 2009. For the “MIDs Stimulus Package” monthly prize competition for March, April and May 2009, the Competition will be based on entries submitted by 11:59pm (Pacific time) April 5, May 5 and June 5. The monthly winners will be judged and announced on the Intel Software Partner Program homepage by April 30, May 30 and June 30, 2009.

For the grand prize Competition, all eligible entry forms must be submitted by 11:59pm, July 5 to be eligible for the Competition and all eligible entries will be judged by July 25th, 2009. The winners will be announced on the Intel Software Partner Program homepage on August 10th, 2009. All entries will remain in the Competition for the entire program period.

4. Content License: You agree to submit Content to the Campaign on www.intel-accelerate.com/eng under the following conditions:

- Intel does not claim ownership of the Content you submit. By submitting your Content, you are granting Intel and its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: (1) to make, have made, use, copy, reproduce, modify, and create derivative works of the Content, (2) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of the Content (and derivative works thereof), (3) to sublicense to third parties the foregoing rights,

including the right to sublicense to further third parties, and (4) to publish your name or alias in connection with this Campaign and your Content.

- You warrant that you own or otherwise have all rights necessary for you to provide the Content and grant the rights described above and you do not disclose any information which would constitute a violation of a confidentiality obligation;
- Apart from prizes offered as part of the contest, no monetary compensation will be paid for the submitted by you Content during this Campaign.

5. How to Claim Your Prize: For the grand prize, you will be contacted by an Intel representative by August 10th, 2009 and for the three monthly prizes, the winners will be announced on the Intel Software Partner Program homepage on April 30, May 30 and June 30, 2009. The winner must meet all eligibility requirements set forth in these Official Competition Rules to qualify for the prize. The prize winner must complete an eligibility and liability/publicity release or the prize may be forfeited and awarded to an alternate winner. The winner's name may be published by Intel in program-related communications and/or on the Intel[®] Software Partner Program Web site. Prize winners will be notified based on contact information supplied by Participants, the accuracy of which information is the responsibility of the Participants. In the event a Participant cannot be contacted as determined in the sole discretion of Intel, or a winner rejects a Prize, an alternative winner will be identified.

6. Tax Consequences. Participation and receipt of benefits from the Competition may have tax consequences in certain instances. Should there be any tax liability for participation in the Competition or the receipt of a Prize, or costs or expenses relating to participation in the Competition or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant.

General Rules

7. No purchase necessary. Any applicable federal, state, and local taxes on the campaign payment are the sole responsibility of the winning business.

8. The prize is not transferable and a cash alternative is not available. Intel may award substitute prizes of equal or greater value.

9. The Competition is governed by the laws applicable in Participant's country. All national and local laws and regulations apply. This Competition is void where prohibited by law.

10. In the event the winner does not accept the prize a new replacement winner will be selected.

11. By entering the Competition, you release and agree to hold harmless Intel and its officers, directors, employees, representatives, agents, advertising, promotion, production and fulfillment agencies, successors and assigns from and against any liability of any kind in connection with the Competition, including without limitation any costs, fees, expenses, or damages incurred in the use of the prize.

12. We may make changes to these rules at any time without notice to you. The most current version of the rules can be reviewed on the Accelerate! Landing Page Web site.

13. Our only responsibilities with respect to the Competition are set out in these rules. These rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

14. For any feedback or questions regarding the Competition or the prizes you can contact Intel by sending an e-mail via this link. [Contact Intel Software Partner Program](#)

15. If for any reason this Competition is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Intel which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Intel reserves the right at its sole discretion, to disqualify any individual who tampers with the entry and to cancel, terminate, modify, or suspend the contest.

16. Intel assumes no 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. Intel is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Intel on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this contest or downloading any materials in this contest.

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