

BUILD A GEEKO

COMPLETE CONTEST GUIDELINES AND OFFICIAL RULES



OFFICIAL RULES

Terms

1. The term "Contest" refers to the "Build a Geeko" Challenge
2. The term "Contest Site" refers to the microsite supporting the "Build a Geeko" Challenge.
3. The "Contest Sponsors" are Novell and partners.
4. The "Contestant" is the creator of the Geeko Avatar.
5. A "Submission" is any Geeko Avatar created on the Contest Site prior to midnight GMT July 31, 2009.

Eligibility

1. Winning contestants who are under the age of 18 at the time of submission need a legal guardian signature to receive the prize.
2. The Contest is void where prohibited by law.
3. The following individuals are not eligible to enter the Contest: employees of Novell.

General Requirements

1. Each Contestant may submit only one Geeko Avatar.
2. Submissions must be created on the Contest Site by midnight GMT July 31, 2009.
3. Once a Submission is created on the Contest Site it is considered final and may not be modified or edited.
4. Finalists will be judged by their peers on the Contest Site, and a rating system will be used to determine the winners.
5. Starting August 3, 2009, one winner per week for a total of five weeks will be announced. The winning Submissions will be the highest rated Submissions on the Contest Site for that week. Submissions can only win once in the five week contest period.
6. The five prizes will be a Flip MinoHD video camera, customized with an image of the winner's Geeko Avatar.
7. The Contest Sponsors reserve the right to maintain all Submissions on the Contest Site.

Timeline

- **JUNE 9 – JULY 31, 2009:** Submissions open
- **JUNE 9 – AUGUST 28, 2009:** Voting open
- **AUGUST 3, 2009:** First winner announced
- **AUGUST 10, 2009:** Second winner announced
- **AUGUST 17, 2009:** Third winner announced
- **AUGUST 24, 2009:** Fourth winner announced
- **AUGUST 31, 2009:** Fifth winner announced

TERMS AND CONDITIONS

General Terms and Conditions

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsors reserve the right, at their sole discretion to cancel, modify or terminate the Contest. Further, the Contest Sponsors reserve the right, at their sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest Sponsor; (b) violating the Official Rules; (c) violating the Contest Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Liabilities and Rights

1. The Contest Sponsors do not endorse any Submission, and the Contest Sponsors expressly disclaim any and all liability in connection with Submissions.
2. The Contestant assumes sole responsibility for the material contained in the Submission and for the consequences of posting it on the Contest Site.
3. Neither Contest Sponsors nor any of the Contest Parties are liable for any disputes between collaborators related to a Submission.

Limitations of Liability and Release

Contest Sponsors and Contest Parties assume no liability or responsibility resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Contest Sponsors and Contest Parties assume no responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Contest Sponsors and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Contest Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Contestant releases Contest Sponsors and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. Contestant acknowledges that Contest Sponsors may continue to display the Contestant's Submission on the Contest Site and releases Contest Sponsors from any and all claims, damages or liabilities arising from such display. Contest Sponsors and Contest Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Contest Sponsors may, but are not obligated to, exercise reasonable efforts to deliver all or part of the prize or make a reasonable substitution in their sole discretion.