

Opensource.com 2011 Anniversary T-Shirt Giveaway
Official Terms and Conditions

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. OFFER AVAILABLE ONLY
WHILE GIFTS LAST.

ENTRY IN THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL
TERMS AND CONDITIONS.

1. *PROMOTION DESCRIPTION.* The Opensource.com 2011 Anniversary T-Shirt Giveaway ("Promotion") is offered by Red Hat, Inc. as a way of rewarding registered members of opensource.com ("Website").
2. *TERM.* The Promotion will begin on January 24, 2011 at 9:00 a.m. Eastern Standard Time (EST) and will run until February 4, 2011 at 11:59 p.m. Eastern Standard Time (EST) ("Promotional Period").
3. *ELIGIBILITY.* To be eligible to receive a Gift, at the time of entry you must: (i) complete all of the required fields on the entry form located on the Website; (ii) have access to the Internet and a valid email address; (iii) be a legal resident of Argentina, Australia, Austria, Canada (excluding Quebec), France, Germany, India, Ireland, Japan, South Korea, Mexico, the Netherlands, New Zealand, Singapore, Spain, Switzerland, Taiwan, United Kingdom, or the United States; and (iv) be above the age of majority in your jurisdiction of legal residence ("Participant"). Employees of Red Hat, Inc. and each of its respective affiliated companies, subsidiaries, advertising or promotional agencies, and other agents, and the immediate family members of, and any persons domiciled with, such employees are not eligible to enter. **Government employees and contractors are not eligible to enter.**

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a gift. You further warrant that your actions do not violate your employer's or company's policies and procedures.

4. *HOW TO RECEIVE A GIFT.* NO PURCHASE NECESSARY. Visit the Website during the Promotional Period and request a Gift by completing all the required fields of the online registration form, including providing your full name, mailing address, email address you used to register as a member of opensource.com, and your t-shirt size ("Gift Request").

LIMIT ONE (1) GIFT REQUEST PER PARTICIPANT. Subsequent Gift Requests will be ignored. All Gift Requests become property of Sponsor and will not be acknowledged or returned. Incomplete, illegible, corrupted, or untimely Gift Requests are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible Gift Requests; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions,

damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Gift Requests will be deemed made by the authorized account holder of the email address used to submit the Gift Request. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain.

5. **PROMOTIONAL GIFTS.** The first 520 eligible Participants may request to receive one (1) anniversary edition opensource.com t-shirt ("Gift") with an Approximate Retail Value ("ARV") of US \$20.00. **LIMIT – ONE (1) GIFT PER PARTICIPANT. The Gifts are subject to availability and while supplies last.** Sponsor reserves the right to substitute a gift of equal or greater value. No transfer, substitution, assignment or cash redemption of Gifts is permitted, except by Sponsor, in its sole discretion. Gifts will be delivered to Participants via standard postal mail approximately six (6) to ten (10) weeks after the close of the Promotional Period. Participant is solely responsible for any expenses, including payment of any taxes, if any, arising out of, or resulting from, acceptance or use of a Gift. Sponsor will not replace any lost or stolen Gifts. **ALL GIFTS SHALL BE ACCEPTED ON AN "AS IS" BASIS AND FOR WHICH SPONSOR MAKES NO WARRANTIES OR REPRESENTATIONS NOR ACCEPTS ANY RESPONSIBILITY.** The Total ARV of all gifts is US \$10,400.00.

Any trademarks associated with the gifts awarded under this Promotion are registered or unregistered trademarks of their owners, who are not affiliated with nor have endorsed this Promotion. Gifts awarded under this Promotion may be subject to restrictions and licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The gift recipient shall bear all responsibility for use of such gift in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance.

6. **GENERAL TERMS.** The following terms and conditions apply to each Participant:

By participating in the Promotion, you agree to comply with and be bound by these Terms and Conditions and be bound by the decisions of Sponsor, which shall be final. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the operation of the Promotion or the Website; (b) violating these Official Terms and Conditions; or (c) acting in an disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion without notice. By participating, Participant releases and holds harmless Sponsor, its affiliated, parent, and subsidiary companies, its employees, agents and officers, advertising and promotion agencies, as well as all others associated with the development and execution of the Promotion, from and against any and all liability with respect to or in any way arising from the Promotion.

By entering the Promotion, Participant agrees to be bound by these terms and that the decisions of the Sponsor are final on all matters relating to the Promotion. Participants will be asked to provide personal information to enter the Promotion, which will be transferred to servers located in the United States. By entering the Promotion, you consent to transfer of your personal information and to the terms of the Sponsor's privacy policy located at

www.redhat.com/legal/privacy_statement.html. If you wish to opt out of receiving further communications from Sponsor or have other questions regarding Sponsor's privacy policy, please contact Sponsor at Red Hat, Inc., 1801 Varsity Drive, Raleigh, NC 27606, Attn: Newsletters.

By accepting a Gift, you grant Sponsor and its agencies the unrestricted right, in their collective or individual discretion, to publish your full name, hometown, likeness, photograph, statements, or Gift information for advertising and publicity purposes worldwide without limitation and without additional compensation or notice to you, except where prohibited by law.

In the event the Promotion is not capable of running as planned as the result of bugs, virus, non-authorized human intervention, tampering, technical failures, fraud, or other causes beyond the reasonable control of Sponsor that corrupts or impairs the administration, security, fairness, integrity or proper operation of the Promotion, Sponsor reserves the right in its sole discretion to cancel, suspend, modify or terminate the Promotion. Should the Promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award Gifts based on the Gift Requests received before the termination date. Any attempt to deliberately damage the content or operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

The Promotion is subject to all federal, state, and local laws and is governed by and construed in accordance with the laws of the State of North Carolina (U.S.), without regard to its conflict of law provisions.

7. *SPONSOR*. Red Hat, Inc. ("Sponsor"), located at 1801 Varsity Drive, Raleigh, North Carolina 27606, is the operator of the Promotion and is solely responsible for the fulfillment of all Gifts.