

Salesforce \$1 Million Hackathon Official Rules and Regulations

THIS HACKATHON IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING YOU AGREE TO THESE OFFICIAL RULES AND REGULATIONS.

COMMON TERMS USED IN THESE RULES

These are the Official Rules and Regulations (“Official Rules”) that govern how the Salesforce \$1 Million Hackathon operates (the “Hackathon”). In these Official Rules, “we”, “our”, and “us” refer to salesforce.com, the sponsor of this Hackathon. “You” and “Yourself” refer to an eligible entrant.

OVERVIEW

This Hackathon is designed to recognize the best mobile software application built with Salesforce Platform tools and technology.

The Hackathon winner will be announced on-site at Dreamforce 2013 on or about November 21, 2013. The finalist teams must be on-site for the announcement.

Eligible individuals and team participants (each, a “Participant”) may register for the Hackathon starting at 6:00 am Pacific Daylight Time (PDT) on October 25, 2013. Registration for the Hackathon will close at 7:00 pm Pacific Standard Time (PST) November 19, 2013. Registration may be closed early, including if a total of 6000 registrants/teams is reached.

Participants must be registered, attendees of Dreamforce 2013, taking place November 18-21, 2013 in San Francisco, CA. During Dreamforce 2013, Participants must check in in-person by presenting their Dreamforce badge at Hack Central in the Developer Zone by November 19th by 7:00 pm PST.

Participants may begin forming their teams and working on their entry (each, an “Entry” and, together, the “Entries”) as early as October 25, 2013. Each Entry shall consist of a mobile application with a link to the working source code, the application login credential, a written description and a brief demo video. Entries must be completed and submitted between November 19, 2013 at 2:01 pm PST and November 20, 2013 at 6:00 pm PST.

The judging period will begin on November 20, 2013 at 6:30 pm PST. Finalists will be notified the morning of November 21, 2013. For the final round of judging, finalists must be available to demonstrate their application on stage at

Dreamforce 2013 the afternoon of November 21, 2013. ***If you /your team is a finalist, your entire team must be on-site and must present to present your Entry.*** The winning Entry will be announced on November 21, 2013.

WHAT ARE THE START AND END DATES AND TIMES?

The Hackathon registration begins at 6:00 am PDT on October 25, 2013 and ends on November 19, 2013 at 7:00 pm PST, unless registration has been closed earlier by us (e.g., when 6000 teams have registered). During Dreamforce 2013, all Participants must check in by presenting their Dreamforce badge at Hack Central in the Dreamforce Developers Zone by November 19th at 7:00 pm PST.

Completed Entries must be submitted between 2:01 pm on November 19, 2013 and November 20, 2013 at 6:00 pm PST. Late entries will be disqualified. The date and time of submission will not influence the judging of the submission.

WHO MAY ENTER?

You are eligible to participant in and enter the Hackathon provided you meet the following requirements:

- You are, and each of your team members is, at least 18 years old and the age of majority in your/his/her jurisdiction of residence.
- You are, and each of your team members is, a registered attendee of Dreamforce 2013. See the Dreamforce website for event registration information.
- Neither you nor any of your team members are an employee of salesforce.com or its related companies as of September 1, 2013 or during the Hackathon; nor an immediate family member (parent, sibling, spouse, child) of or household member to an employee.
- Neither you nor any of your team members are involved in any part of the creation, promotion, execution or administration of this Hackathon.

If a Participant is an employee of a corporation, government or an academic institution, enrolled as a student or representing his or her employer, government, or academic institution in this Hackathon, it is his or her sole responsibility to review, understand and abide by his or her employer's, government's, or academic institution's policies regarding eligibility to participate in the Hackathon. If a Participant is found to be in violation of his or her school's, government's or employer's policies, then he or she will be disqualified from participating in the Hackathon and being awarded or retaining any prize. Salesforce.com disclaims any and all liability or responsibility for disputes arising between a student or employee and his or her school, government or employer related to the Hackathon.

HOW DO I ENTER?

Between 6:00 am PDT on October 25, 2013 and 7:00 pm PST on November 19, 2013, visit <http://events.developerforce.com/dreamforce/hackathon/register> and register as instructed. ***Note that participation is limited to 6000 teams or Participants. Registration may close early, including if 6000 teams or Participants register before the November 19th closing time.*** You may register for the Hackathon as an individual or as a team. In either case during registration you will be required to select or acknowledge a team name and designate or acknowledge a team leader.

Note that you may not register to submit both individually and as part of a team. In other words, if you are working on a team you may not also register to submit an entry as an individual. Individuals may only participate and register with one team. Once you have successfully registered you will be provided with a registration code which you will need to submit your Entry.

If you are registering as a team:

- When registering for the Hackathon you must submit the names, email, telephone number and Dreamforce pass confirmation code for each team member. You will not be able to register your team without this information.
- Each team member will receive an email confirmation that they have been registered for the Hackathon and may be required to confirm their participation.
- You may make one change to your team registration. After registration closes on November 19th at 7:00 pm PST no changes can be made to the team.
- Each team member must be a registered attendee of Dreamforce 2013 and on-site at the event. Each team member must check in, in person, by presenting their Dreamforce badge at Hack Central in the Dreamforce 2013 Developer Zone by 7:00 pm PST on November 19th.
- Each team is solely responsible for its own cooperation and teamwork. In no event will salesforce.com officiate in any dispute between or among any team(s) or its/their members regarding their conduct, participation, cooperation or contribution. In the event that any dispute cannot be resolved, salesforce.com reserves the right in its sole discretion to make a determination as to the identity of team members or the team representative.
- By participating each team member agrees to abide by these Official Rules and the official rules of Dreamforce 2013.
- Participants may be photographed and/or videotaped while working in Hack Central or the Developer Zone at Dreamforce 2013. Participants agree that Sponsor may use any photographs or videos obtained in this manner for promotional purposes, during or after Dreamforce 2013, in any media.

- Participant information submitted to us will be collected in accordance with our Privacy Policy, which can be found at <http://www.salesforce.com/company/privacy.jsp>. Participant information submitted by Participant to third parties contract to administer this Hackathon will be subject to the third-party's privacy policy.

WHAT AND HOW DO I SUBMIT?

Each Entry must be complete and submitted between 2:01 pm on November 19, 2013 and November 20, 2013 at 6:00 pm PST. The submission process will be managed by a third-party vendor. On or before 2:01 pm on November 19th, Participants will be provided with a URL to the third-party vendor website to submit their Entry. You will need your registration code to submit your Entry. Before initiating the submission process, teams may be required to register and/or create a profile on the third-party site and to agree to the terms and conditions of the vendor site. Upon completion of the registration process, Participants will be able to submit their Entries. Entries consist of:

- A mobile application useable by the judges (see below for more details)
- Login credentials to the Salesforce development environment used by the application
- A maximum 250 word description submitted in English of the application
- A maximum 2 minute demo video of the working application uploaded to your YouTube or Vimeo account, with a link to the demo video provided through the submission process (see below for more details)
- Link to the working source code

WHAT IS REQUIRED OF THE APPLICATION?

The application that you or your team submits as part of your Entry must be a mobile application that is innovative and enables a great user experience. It must be built using Salesforce Platform tools and technologies and should make optimal use of the platform feature set. Be creative and take advantage of the breadth and capabilities of the Salesforce platform.

It is permissible to use open-source development tools. The application should not contain any third-party proprietary code and it is Participant's responsibility to ensure that the submission does not infringe or violate any third-party rights. Additional development resources will be made available to Participants at developer.salesforce.com.

The application you or your team submits must:

- be a mobile application
- use the Salesforce Platform

- have been developed solely as part of this Hackathon
- be a completed working application at time of submission
- be functional and comply with these Official Rules

WHAT IS REQUIRED OF THE DEMO VIDEO?

The demo video should depict the functionality of the submitted application, and provide an opportunity for you or your team to reiterate what you are trying to achieve and how your application is innovative, its business value, the user experience and your use of the Salesforce Platform. The video should show the Hackathon application in action.

Your demo video must be uploaded to your or a team member's YouTube or Vimeo account by November 20, 2013 at 6:00 pm PST, and be publicly viewable during the Hackathon. You must provide a URL to the video as part of the submission process.

Please do not include any third-party content (e.g., songs, images or graphics) unless you have a written license to do so. The video may not exceed two minutes in length and must be in English.

Your Entry will be disqualified if you do not submit a demo video or if your demo video does not meet the criteria noted here. Your Entry will also be disqualified if your video is unavailable or has been taken down by YouTube for any reason (including allegations of it containing infringing content or being inappropriate) during the judging period.

GENERAL STANDARDS FOR ENTRIES

The intent and spirit of the Hackathon is to encourage Participants to build innovative mobile applications using the Salesforce Platform.

In addition to the content and technical requirements listed earlier, to be eligible for judging, all Entries must meet the following general standards:

- All Entries must be presented and submitted in English.
- The content of your Entry and any supporting materials must be acceptable for all viewing audiences. We will automatically disqualify any Participant or team that submits an Entry or supporting materials that contain data, code, text, sound or images that we, in our sole opinion and for any reason, believe to be malicious, illegal, vulgar, offensive, or inappropriate for public viewing, or that presents us in a negative light.

By submitting an Entry in this Hackathon, you represent:

- That you, your team and the Entry submitted complies with these Official Rules;
- That the entirety of the Entry is your/your team's original work;
- That the demo video submitted is solely the work of you or your team, including but not limited to, the actual filming, editing, graphic design, etc. of the video; and
- That you/your team have obtained any and all consents, approvals, or licenses required for you to submit your Entry, and that your Entry will not violate anyone else's rights or the law.

HOW MANY ENTRIES MAY I SUBMIT?

One. You or your team may submit one Entry. If more than one Entry is submitted the second Entry submitted will be disqualified.

We will disqualify, in our sole discretion, any Entry that we believe contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, ineligible or illegible. We are not responsible for Entries that we do not receive for any reason, or for Entries that we receive but do not meet Hackathon requirements (as determined by us in our sole discretion) or are not decipherable for any reason.

HOW WILL ENTRIES BE JUDGED?

The judging period will begin on November 20, 2013 at 6:30 pm PST. Finalists will be notified the morning of November 21, 2013. For the final round of judging, finalists must be available to demonstrate their application on stage at Dreamforce 2013 the afternoon of November 21, 2013. ***If you /your team is a finalist, your entire team must be on-site and must present to present your Entry.*** The winning Entry will be announced on November 21, 2013.

There will be multiple rounds of judging. All rounds of judging will be judged by a panel of salesforce.com-selected judges, which may include salesforce.com employees. Judges may change between rounds. Entries will be judged on the following criteria:

- 25% Innovation - Is it an amazing new scenario?
- 25% Business Value - Does the application create value? Does it save money, create opportunity, connect customers, partners, and employees?
- 25% User Experience - Does the app have a user interface that is gorgeous, easy to use, and fast?

- 25% Use of the Salesforce Platform - Does the application take advantage of the features and capabilities of the Salesforce Platform?

All submitted Entries must be fully functional applications. We need to be able to use your application in order to judge it!

WHAT ARE THE PRIZES?

The prizes are as follows:

- One Grand Prize in the amount of \$1,000,000 (USD) in the form of a wire transfer evenly distributed among the winning team's members.
- One 2nd prize in the amount of \$50,000 (USD) in the form of one or more gift cards.
- One 3rd prize in the amount \$25,000 (USD) in the form of one or more gift cards.
- One 4th prize in the amount of \$10,000 (USD) in the form of one or more gift cards.
- One 5th prize in the amount of \$5,000 (USD) in the form of one or more gift cards.

Second through fifth prizes may be awarded their prize (in the case of teams, to the team leader) in the form of one or more gift cards. It is the sole responsibility of the 2nd through 5th prize team leaders to divide the prize among their team members. Prizes in the form of a gift card are subject to the terms and conditions of the gift card issuer. We are not responsible for any dispute regarding prize dispersal or use.

We reserve the right to award additional prizes or change the prizes, at our sole discretion, provided that the value of the prizes specified here shall not decrease.

Winners will be announced on or about November 21, 2013 at Dreamforce 2013. See Notification section of these Official Rules for more information.

PRIZE CONDITIONS:

Your odds of winning a prize will depend on the number of eligible Entries received, the quality of the Entries, and the level of skill of the Participants.

If you or your team is confirmed as a winner:

- You may not designate someone else or another team as the winner;

- You agree to provide salesforce.com with the legal name, address, and social security number/tax ID as well as other information requested for tax reporting purposes, of each Participant;
- If you/your team accepts a prize, you and each team member agrees to self-report to applicable taxing authorities, as may be required by applicable laws, and will be solely responsible for all applicable taxes and costs related to accepting and using the prize; and
- You and team members will participate in media interviews as requested by us.

Prize monies should be retained by individuals only in conformity with any applicable policies of his or her employers, academic institutions, or government regarding participation in and receipt of promotional consideration relating to the Hackathon and receipt and retention of prize. If a government, employer's or school's policies are applicable, it is the Participant's sole and ultimate responsibility, in consultation with his or her government, employer or school, to determine how and if prize will be retained and/or distributed and accounted for and we assume no responsibility for the decisions made by such government, employers or schools regarding this issue.

NOTIFICATION:

All notifications we attempt to make to you/your team are subject to the following conditions:

- If you/your team is selected as a finalist you will be asked to present your Entry on stage at Dreamforce 2013. You/your team must be on-site and must present to be eligible to win.
- If you/your team is selected as a finalist, we may notify you by sending a message to the email address and/or attempting to contact you at the telephone number provided at registration.
- If the notification that we send is returned undeliverable, or you are otherwise unreachable, we may disqualify your team and extend an invitation to the next highest-scoring entrant.
- If there is a dispute as to the identity of a particular entrant, we will consider the entrant to be the authorized account holder of the e-mail provided at time of sign up. If a dispute as to the identity of a particular entrant continues, salesforce.com reserves the right to make a final determination in its sole discretion as to the identity of an entrant.
- If you are selected as a potential winner, we may require you to sign an Affidavit of Eligibility, Liability and Publicity Release and W-9 tax form (for U.S. residents) or W-8BEN tax form (for non-U.S. residents).
- If you do not complete the required forms as instructed and/or return the required forms within the time periods indicated as part of any winner notification, we may disqualify you.

HOW WILL MY ENTRY POTENTIALLY BE USED?

Other than what is set forth below, we are not claiming any rights to own or use your Entry.

By submitting your Entry, you:

- Are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with this Hackathon; and (ii) feature your Entry and all its content in connection with the marketing, sale, or promotion of this Hackathon and of Salesforce.com (including but not limited to internal and external presentations, tradeshow, and screen shots of the Hackathon Entry process in press releases) in all media (now known or later developed);
- Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted;
- Agree to assist us and our representatives in the creation of case studies or white papers (together "Studies") detailing your Entry or Entries. Studies will not include any confidential Participant information. Upon your approval of the Studies' accuracy, you give us permission to display the Studies, including trademarks, logos, and other identifying information contained in it, on our websites and in other marketing materials. The marketing materials may take various forms, including printed materials, online articles, video, audio, and other digital recordings;
- Understand and acknowledge that we or entrants may have developed or commissioned materials similar or identical to your Entry and you/your team waive any claims you may have resulting from any similarities to your Entry;
- Understand that we cannot control the incoming information you will disclose to us or our representatives in the course of entering, or what we or our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this Hackathon, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us;
- Understand that you will not receive any compensation or credit from us for use of your Entry, other than what is described in these Official Rules. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Hackathon or as provided in these Official Rules.

Please note that following the end of this Hackathon you, your team and your Entry may be publicized as participating in the Hackathon, including distribution online or via media or posting on our site or a third-party website. We are not

responsible for any unauthorized use of your Entry by those accessing or viewing your Entry.

While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.

If you do not want to grant us these rights to your Entry, you may not enter this Hackathon.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING AND PARTICIPATING?

By entering this Hackathon you agree:

- To abide by the Official Rules;
- To release and hold harmless salesforce.com, and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Hackathon and its promotion, or any prize won;
- That salesforce.com's decisions will be final and binding on all matters related to this Hackathon;
- We reserve the right to modify these Official Rules at our sole discretion.
- That, by accepting a prize, salesforce.com may use your proper name and state, country, and/or region of residence, image, employment information, and team information, online and in print, or in any other media, in connection with this Hackathon, without payment or compensation to you, except where prohibited by law;
- To contact us prior to promoting or publicizing your participation in and, if applicable, your winning the Hackathon; and
- To not use or display any the Salesforce trademark (including any logo or brand) without our prior-written permission;
- We may contract third party vendors to assist and provide services related to the running and judging of this Hackaton; as a result Participants may be asked to agree to third-party terms and conditions and must abide by any such terms and conditions; and

That (1) any and all disputes, claims, and causes of action arising out of or connected with the Hackathon, or any benefits received, or the administration of the Hackathon not resolved through internal adjudication shall be resolved

individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Hackathon and in no event shall entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

- That by participating in the Hackathon you agree that:

SALESFORCE.COM, ITS PARTNERS AND THEIR SUBSIDIARIES, AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR THEIR OR AN ENTRANT'S USE OF THE INFORMATION PROVIDED AND/OR MADE AVAILABLE THROUGH THE HACKATHON OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF HACKATHON PRIZE OR OTHER BENEFITS UNDER THE HACKATHON TO ENTRANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE HACKATHON WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE HACKATHON. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO AN ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE HACKATHON, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE HACKATHON AND/OR ACCEPTING A PRIZE, ENTRANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE,

POSSESSION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY HACKATHON-RELATED ACTIVITY, RELEASED PARTIES' USE OF ANY ENTRY OR PARTICIPATION IN THIS HACKATHON.

- Participants also agree to release, defend, indemnify and hold harmless Released Parties from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings, including but not limited for death, and including reasonable attorneys' fees, relating to any actions taken by a Participant, including submission of applications, or anyone else using an entrant's e-mail or team password or otherwise purporting to act on entrant's behalf in regard to the Hackathon (whether or not such use occurred with or without your permission).

WHAT LAWS GOVERN THE WAY THIS HACKATHON IS EXECUTED AND ADMINISTERED?

This Hackathon will take place in California and be governed by the laws of the State of California.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS IT WAS PLANNED?

If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected event affects the fairness and/or integrity of this Hackathon, we reserve the right to cancel, change, or suspend this Hackathon. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Hackathon, we reserve the right, but are not required, to select winners from among all eligible Entries received before we had to cancel, change or suspend the Hackathon.

If you or your team attempts to compromise the integrity or the legitimate operation of this Hackathon, or if we have reason to believe that you or your team have compromised the integrity or the legitimate operation of this Hackathon by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may disqualify you, and ban you from participating in any of our future Hackathons, so please play fairly.

HOW CAN I FIND OUT WHO WON?

A full list of all winners will be published on www.dreamforce.com/hackathon on or about November 21, 2013.

WHO IS SPONSORING THIS HACKATHON?

salesforce.com
Landmark at One Market, Suite 300
San Francisco, CA 94015
USA