



TELL US YOUR STORY CONTEST RULES

WHAT YOU CAN WIN

Top Prize in each success story category will be one (1) Apple MacBook Air laptop computer bundled with VMware Fusion with an approximate retail value (ARV) of US\$ 1,878.99. Participants may submit as many entries as they wish, but may only win one (1) prize.

WHO CAN ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. To participate in the Tell Us Your Story Contest (the "Contest"), you must be at least 18 years old. By participating in the Contest, Participants agree to be bound by these rules and to all decisions of VMware, which are final, binding and conclusive in all matters. To keep the Contest legal and fair, we need to prohibit certain participants, see below.

HOW TO ENTER

Participants must first register by filling out a Web submission form at:
http://www.vmware.com/customers/your_story.html.

WHEN TO SUBMIT

Participants may enter their submission beginning on April 29, 2008 at 12:01 A.M. PST. All entries must be submitted no later than June 27, 2008 at 11:59 P.M. PST.

HOW TO CLAIM A PRIZE

VMware plans to announce prizewinners on or about July 29, 2008. Following the announcement, winners will be notified by e-mail. Winners have 30 days from announcement to claim the prize by return e-mail or via mail to: Tell Us Your Story Contest, Attn: Lydia Tom, 3401 Hillview Drive, Palo Alto, CA 94304, USA. Unclaimed prizes will not be awarded. All taxes, including income taxes, are the sole responsibility of winners. Winner(s) may be required to verify their entry. Prizes are non-transferable and no substitution will be made except as provided herein at the VMware's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.

As a condition of winning and redeeming a cash prize, winners will be required to complete and return to VMware: (i) an Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"), and (ii) an IRS Form W-9 or W-8BEN or other tax form, as applicable. In completing the Affidavit, a winner (a) confirms Participant eligibility, (b) verifies the accuracy of the information submitted in the Tell Us Your Story Contest registration process, (c) authorizes VMware to publicize the Contest results and winners, (d) agrees to sign any applicable forms required by tax authorities, and (e) releases VMware from liability arising out of any prize won.



PROHIBITED PARTICIPANTS

Full and part-time employees of VMware as well as those who are performing internships during the Contest duration and those involved in the production (including prize suppliers), implementation and distribution of this Contest and their advertising or promotion agencies, parent companies, service providers, agents, officers, subsidiaries or affiliates, or any other persons or entities directly associated with the Contest and members of the immediate families and/or persons living in the same household as such persons, are ineligible to enter the Contest. Prizes will not be awarded to residents of Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria.

INDEPENDENT DEVELOPMENT

Notwithstanding anything herein to the contrary, VMware reserves the right to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the Participant; or (b) assign personnel for any purpose.

WARRANTY

Participant warrants that their entry will not contain any (a) materials that are pornographic, obscene, excessively profane, gambling-related, deceptive, fraudulent, illegal, defamatory, infringing, threatening, invasive of another's privacy, or racially, ethnically or otherwise objectionable or (b) viruses, Trojan horses, worms, time bombs or other computer programming routines related to "hacking" or "cracking" or which damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Participant further warrants that Participant will not interfere with any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort or contract theories. Notwithstanding anything to the contrary herein, as to any open source component of an entry, this provision shall not create any additional warranty obligation beyond that contained in the related open source license.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Each Participant shall indemnify, defend, and hold VMware, and all of their respective affiliates, subsidiaries, directors, officers, employees, representatives and agents, harmless from and against any and all liability for any loss, property damage or damage to person, or from any breach of this Agreement, or from any third party claims arising from or related to that Participant's participation in the Contest. In no event shall VMware be liable to any Participant for acts or omissions arising out of or related to the Contest or that Participant's participation in the Contest. Notwithstanding anything to the contrary herein, as to any open source component of an entry, this provision shall not create any additional indemnity obligation beyond that contained in the related open source license. The Contest and the rights and obligations of VMware and participants will be governed and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and



prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the promotion.

The Sponsor of this promotion is VMware, Inc., 3401 Hillview Drive, Palo Alto, CA 94304 U.S.A.