

Quest Software® Storage Maximizer for SharePoint Beta Participation Giveaway

Official Rules

Please review the terms and conditions appearing below before submitting your answers and/ or participating in the Promotion as described below.

By submitting entries you agree to accept and be bound by all the terms and conditions set out below without any modification or reservation of whatsoever nature. Should you disagree with any or all of the terms and conditions below or desire not to be bound by them, DO NOT PARTICIPATE in the Promotion in any manner.

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

1. ELIGIBILITY: The Quest Software® Storage Maximizer for SharePoint beta participation giveaway (“Sweepstakes” or “Promotion”) is open and offered to legal residents of the United States or Canada who are at least 18 years of age or the age of majority in their state of residence (whichever is older) as of the date of Entry (as defined below in Section 3(d)), and who have a business email address at time of (“Entrant”, “Participant”, or “You”). Employees, officers and directors of Quest Software, Inc., (“Sponsor” or “Quest”), and each of its subsidiaries, affiliates, advertising, public relations, and Promotion agencies, Webmasters/suppliers and members of the immediate family (spouse, children, siblings, parents), and persons living in the same household (whether or not related) of any said employee, officer or director are ineligible. Void where prohibited. Each Participant warrants and represents *that Participant’s employer’s policy permits participating and accepting prizes in trade promotions.* By participating, Entrants agree to these Official Rules and the decisions of the Sponsor which are final and binding in all respects.

2. PROMOTION PERIOD: The Promotion begins on February 3, 2011 at 12:00:01 A.M. Pacific Standard Time (“P.S.T.”) and ends on February 28, 2011 at 11:59:59 P.M. P.S.T. (the “Promotion Period”) The Promotion computer (as determined by Sponsor in its sole discretion) is the official time keeping device for the Promotion.

3. TO ENTER:

(a) Download the beta during the Promotion Period from here:

<http://www.quest.com/common/registration.aspx?requestdefid=33565>

You will receive Your license key via a separate e-mail at the address You provided during the Website registration process. Upon receipt of such email, You have submitted an “Entry,” and the Entry time of submission shall be deemed the time such email was sent to You with the license key.

(b) There is a limit of one (1) Entry per Participant during the Promotion Period. All Entries become the property of Sponsor and will not be acknowledged or returned. Multiple or duplicate Entries received will be disqualified. Any Participant found to have attempted multiple Entries by using multiple/different email addresses, passwords, and identities or other methods will be disqualified. Correspondence and inquiries concerning the Promotion will not be accepted or acknowledged. No form of Entry other than as stated in these Official Rules will be accepted. Entries which do not conform to these Official Rules will be disqualified in Sponsor’s sole discretion.

(f) Releasees, (as defined in Rule 7, below) are not responsible and shall not be liable for injury or damage to any Participant's or any other person's or entity's computer or server related to or resulting from participating in this Promotion or downloading, or copying materials from or use of the Web site.

4. DRAWING: Three potential winners will be selected in a random drawing under the supervision of Sponsor from all eligible Entries received during the Promotion Period. The drawing will be held on the Wednesday following the last day of the Promotion Period. Potential winners will be notified by mail, or overnight mail, email or by such other method as determined by Sponsor on or about 5 weekdays after the drawing.

5. PRIZES/ODDS: There will be three total prizes: One (1) \$100 Gift Card at the Sponsor's discretion. One (1) \$50 Gift Card at the Sponsor's discretion, and One (1) Quest backpack (approximate retail value \$45).

If a prize winner cannot accept the prize as stated, the prize will be forfeited in its entirety and may be awarded to an alternate winner. Expenses not stated are the sole responsibility of the prize winner. Prize cannot be transferred, assigned, substituted or redeemed for cash, but Sponsor reserves the right to substitute a prize of comparable or greater value should the prize become unavailable for any reason. All taxes are the sole responsibility of the winner. Odds of winning depend on the number of eligible Entries received during the Promotion Period.

6. GENERAL: By entering, Entrants release and agree to indemnify and hold harmless Sponsor, its parent companies, affiliates, subsidiaries, advertising, public relations and Promotion agencies and all of their respective officers, employees, directors, representatives and agents (individually and collectively "Releasees") from and against all liability, claims, actions, or proceedings, losses, injuries and damages (whether due to negligence or otherwise) to person(s), including death, and property, or violation of intellectual property or personal rights (such as but not limited to, copyright, patent, trade name/trademark, and/or rights of privacy or publicity, or defamation, slander or libel, or portrayal in a false light) due in whole or in part, directly or indirectly to the acceptance, possession, misuse or use of the prize, or participation in this Promotion, or participation in any Promotion-related activity. By accepting the prize, each winner consents (and agrees to confirm that consent in writing upon request) to Sponsor and those acting pursuant to the authority of Sponsor, the right, in perpetuity, to the use of his/her name, biographical information, statements, voice, photo, picture, and likeness, at any time or times and in all media now known or hereafter discovered, worldwide, including on the Internet and World Wide Web, for advertising, commercial, trade and promotional purposes without additional compensation (unless prohibited by law), and without notice, review or approval. Each potential winner may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within ten (10) days of receipt of the documents. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if the winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize may be forfeited and an alternate winner selected, Sponsor reserves the right not to award the prize if an insufficient number of eligible Entries are received during the Promotion Period.

7. LIMITATIONS OF LIABILITY: Releasees are not responsible for lost, late, stolen, illegible, misdirected, postage due, separated or non-delivered mail, Entries or e-mails; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), email, Web site or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, email or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry, trial product downloads, email or other information or the failure to capture, or loss of, any such or similar information. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Promotion, and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of emails or the Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the Entry or trial product download process or operation of the Promotion or Web site, to be acting in violation of the terms of the Web site or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Any use of robotic, automatic, macro, programmed, third party or like Entry methods will void all such Entries by such methods, and disqualify any Entrant using such methods. If, for any reason, Promotion, as solely determined by Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Promotion. In such event, Sponsor reserves the right, at its sole discretion, to determine the winner from Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute regarding Internet Entries, the authorized Web site registrant under whose email address and password the Entry into the Promotion was recorded at the actual time of Entry will be deemed to be the Participant, and must comply with these Official Rules. Any attempt to deliberately damage any Web site or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, Participants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by an action in the courts in the state of California and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion but in no event attorneys' fees or disbursements; and (c) under no circumstances will Participant be permitted to obtain awards for and Entrant hereby waives 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.

GOVERNING LAW. By participating each Entrant understands, agrees, and accepts that, where lawful, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Entrant and the Releasees in connection with the Contest shall be determined by Sponsor in its sole and absolute discretion and shall be governed by and construed in accordance with the internal laws of the State of California, United States of America, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. IF YOU DO NOT AGREE TO THIS RULE DO NOT PARTICIPATE IN THIS CONTEST.

9: PRIVACY: Personal Information is subject to Sponsor's Privacy Policy available at <http://www.quest.com/company/privacy.asp>. To read the Privacy Policy access that Web Site and click on the Privacy Policy link. To participate in this Promotion, You will be asked to provide personal information, such as Your name, title, company, mailing or billing or shipping address, work e-mail address, work phone number and other personal identifying information. When You submit personal information to Quest Software, Inc. or any of its affiliates, You understand and agree that Quest, its subsidiaries and affiliates may transfer, store, and process Your customer profile in any of the countries in which Quest and its affiliates maintain offices, including without limitation, the United States. For the purposes of promotions, information is collected to qualify the Entry and contact You regarding the Promotion or prize awards. Quest also uses information that You provide as part of its effort to send You information about product upgrades, special offers, and other Quest Software products and services. If You do not want the information You provide to Quest to be used to inform You of other products and special offers, or if You wish to change or modify information previously provided, You can do so by following the procedures set forth in the [Choice/Opt-Out or Correct/Update](#) Section of the Privacy Policy. Quest does not sell Your personal information to third parties unless we obtain Your prior consent. Quest may, however, share Your information with a distributor or partner in Your area who can assist with Your request for information if Quest does not have its own sales force in Your area. The distributor or partner may use these details to contact You about the support services that they may offer as well as other Quest products or services that You may be interested in. If You do not want to receive information from our distributors or partners, You may opt out by following the procedures set forth in the [Choice/Opt-Out or Correct/Update](#) Section of this Privacy Policy. **IF YOU DO NOT AGREE WITH ANY OF THE ABOVE OR ANY OTHER PROVISIONS OF OUR PRIVACY POLICY DO NOT ENTER THIS PROMOTION.**

10. WINNERS' LIST/RULES REQUEST: For the names of the winners or for a copy of the Official Rules, available after March 7, 2011, mail a self-addressed, stamped envelope to: Quest Software Sweepstakes **Attention Jennifer LuPiba** at 5 Polaris Way, Aliso Viejo, CA 92656 to be received no later than April 30, 2011.

SPONSOR: Quest Software, Inc. 5 Polaris Way, Aliso Viejo, CA 92656

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