

THE SYMANTEC *CASH FOR CAPTIONS* CONTEST OFFICIAL RULES

CONTEST IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING GUAM, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS), OR CANADA (EXCLUDING THE PROVINCE OF QUEBEC), WHO ARE 18 OR OLDER AND THE AGE OF MAJORITY IN THEIR STATE OR PROVINCE OF RESIDENCE. CONTEST SHALL BE CONSTRUCTED AND EVALUATED ACCORDING TO CALIFORNIA LAW.

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

BY PARTICIPATING IN THE CONTEST, YOU ACCEPT AND AGREE TO BE BOUND BY THESE OFFICIAL RULES AND DECISIONS OF THE JUDGE RELATIVE TO THIS CONTEST.

1. SPONSOR

The Symantec Cash for Captions Contest (the "Contest") is sponsored by Symantec Corporation (the "Sponsor"), 20330 Stevens Creek Blvd., Cupertino, California, 95014, U.S.A. The Contest begins on Monday, September 14, 2009 and ends on Friday, September 18, 2009 at 11:59:59 p.m. Pacific Time (the "Contest Period").

2. ELIGIBILITY – VOID WHERE PROHIBITED

This Contest is open to persons who are legal residents of one of the 50 United States, the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. territories and possessions), or Canada (excluding the province of Quebec). Entrants must be 18 or older, and have reached the age of majority in their state or province of residence at the time of entering the Contest in order to participate. Persons in any of the following categories are NOT eligible to enter, participate in, or win the Contest: (a) persons who are officers, directors or employees of Sponsor or any of Sponsor's parent, subsidiary, or affiliated companies, or service agencies, or independent contractors of any of the above organizations; (b) individuals engaged in the development, production, fulfillment, judging, or distribution of materials for this Contest (collectively with Sponsor and the entities specified in (a) above, the "Promotion Entities"); and (c) persons who are immediate family members (defined as spouse or biological or step- mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. Any questions and/or issues concerning eligibility shall be determined at the sole discretion of the Sponsor. Void in Guam, Puerto Rico, the province of Quebec, and where prohibited by law.

3. HOW TO ENTER. NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

During the Contest Period, you can enter the Contest by:

- 3.1 Following @NetBackup at www.twitter.com/netbackup and/or @BackupExec at www.twitter.com/backupexec;
- 3.2 Viewing the cartoon posted at <http://go.symantec.com/cashforcaptionscontest> (the “Contest Website”);
- 3.3 @reply to one of Sponsor’s tweets with a creative caption to the cartoon. Be sure to include **#SymcContest** in your tweet; and
- 3.4 Continue to follow @NetBackup and/or @BackupExec through October 31, 2009 (so that Sponsor can contact you with a direct message through Twitter in the event that you are selected as a winner in the Contest).

Enter as often as you wish during the Contest; however, each of your entries must:

- i. Be unique
- ii. Include **#SymcContest**
- iii. Meet the Submission Requirements in Section 4 below
- iv. Be submitted in a separate tweet

4. SUBMISSION REQUIREMENTS

Your cartoon caption entry (“Caption Entry”) must meet all of the following requirements or it will be disqualified.

- Your Caption Entry must be no longer than 128 characters (140 characters including #SymcContest in tweet) or one tweet.
- Your Caption Entry must be relevant to information management (backup and recovery).
- Your Caption Entry must be relevant to the cartoon posted at the Contest Website.
- Your Caption Entry must be in English.
- Your Caption Entry must not violate any right of a third party including, but not limited to: copyright, trademark, any other intellectual property right, and right of publicity. Please do not include the name of any company or product produced by a manufacturer other than Symantec.
- Your Caption Entry must be original, unpublished, your sole property, and not previously submitted in any other contest.
- Your Caption Entry must not include unsuitable content or depict or incorporate: unsafe behavior or situations; obscenity; disparagement of any product or person; or other offensive conduct or material, or otherwise include inappropriate content.

- By submitting a Caption Entry you agree that Sponsor has the unrestricted right to: use your Caption Entry in whole or in part, commercially or non-commercially, in any media known or unknown, in perpetuity, worldwide, including the right to publish and display the Caption Entry for advertising and publicity, and to edit and make derivative works, all without additional review or compensation. Additionally you agree that Sponsor may post your Caption Entry (including your name) on its Web site(s) and/or its Web pages on third-party sites.

You agree that by submitting this Caption Entry, you relinquish all rights, as outlined herein, and the Caption Entry, its characters and content becomes the property of Sponsor.

5. WINNER SELECTION

At the end of the Contest Period, Curtis Preston (“Contest Judge”) will select three (3) finalists from among all of the eligible Caption Entries using the following judging criteria: caption creativity, humor, and relevance to the cartoon. On Tuesday, September 22, 2009, the three finalists will be announced via tweet from @NetBackup and/or @BackupExec, and on the Contest Web site. Beginning on Tuesday, September 22, 2009 through Wednesday, September 23, 2009 at 11:59:59 p.m. Pacific Time (the “Voting Period”), followers of @NetBackup and/or @BackupExec can vote for the Grand Prize Winner by sending an @reply to one of Sponsor’s voting tweets. All @reply votes must include the number that corresponds to one of the three finalists’ caption entries that you are voting for as well as **#SymcContest**. Limit one vote per person. The finalist who receives the highest number of votes during the Voting Period will be announced as the Grand Prize winner via Twitter on Friday, September 25, 2009.

The Grand Prize Winner and both runner-up finalists (collectively, the “Winners”), will be notified by direct message via Twitter. Sponsor will make two attempts to contact each Winner. If Sponsor is unable to contact a potential Winner, the corresponding Caption Entry may be deemed ineligible to win a prize and the next highest scoring Caption Entry may be chosen as an alternate Winner. In addition, if Sponsor elects, Sponsor may announce the Winners on the Contest Website. Sponsor shall have no liability for any Winner notification that is lost, intercepted or not received by the potential Winner for any reason. In the event of a dispute as to the identity of an entrant, the affected entry will be deemed submitted by the authorized account holder of the Twitter account from which it was sent. A potential Winner may be required to provide Sponsor with proof that the potential Winner is the authorized account holder of the Twitter account associated with the submitted entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible to win a prize but these Official Rules will otherwise continue to govern the affected entry.

6. PRIZES / APPROXIMATE RETAIL VALUE

The Grand Prize Winner will be awarded a Best Buy gift certificate in the amount of \$2,500.00 USD. Each runner-up finalist will receive a Best Buy gift certificate in the amount of \$500.00 USD. The total approximate retail value of all the prizes to be awarded under the Contest is \$3,500.00 USD. Prizes are not transferable, exchangeable, or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are Winner's sole responsibility. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

Winners will be required to sign and return affidavits of compliance and eligibility, a liability release, and where lawful, a publicity release (collectively, "Prize Claim Documents") within 15 days of notification, or the Winner's prize may be forfeited and the next highest scoring Caption Entry may be selected as the Winner. Winners shall be solely responsible for any required federal, state, provincial and/or local taxes, sales tax, surcharges, service charges, delivery, processing and handling fees, and all other costs incurred in claiming the prize. If any prize notification or prize is returned as undeliverable, Winner may be disqualified and the next highest scoring Caption Entry may be selected as an alternate Winner. Confirmation of prize Winner is subject to Sponsor's verification of the Prize Claim Documents.

Sponsor cannot accurately predict the number of Caption Entries in the Contest and therefore reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or use criteria selected by Sponsor in its sole and absolute discretion to identify those Caption Entries that will be judged.

7. GENERAL

AS AN ENTRANT IN THIS CONTEST, YOU AGREE THAT THE PROMOTION ENTITIES (A) SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND RESULTING FROM YOUR PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY, OR FROM YOUR ACCEPTANCE, RECEIPT, POSSESSION AND/OR USE OR MISUSE OF THE PRIZE(S), AND (B) HAVE NOT MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO THE PRIZE(S), INCLUDING, WITHOUT LIMITATION, TO SUCH PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Sponsor assumes no responsibility for any damage to your computer system which is occasioned by accessing the Contest Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or intercepted

submissions, Caption Entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, messaging services (such as Twitter), or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected tweets, or computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, @NetBackup and/or @BackupExec, or the Contest Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsor may (if possible) select the Winner(s) from all eligible, non-suspect Caption Entries received as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

This Contest is governed under the laws of the State of California. Except where prohibited, in the event that any dispute arises regarding the meaning or interpretation of these Official Rules and/or this Contest, participants agree that the dispute shall be resolved by applying the laws of the State of California and that it shall be resolved within and by the federal or state courts located in Santa Clara County, California, USA.

8. DATA PRIVACY

All Contest entrants agree that personal data, especially name and address, may be processed, stored and otherwise used in the United States for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules.

Entrants further agree that the data may also be used by the Sponsor in order to check entrants' identity, their email and/or postal address and telephone number, or to otherwise verify their eligibility to participate in the Contest. If reasonably feasible, entrants may ask to access any personal data held about them by the Sponsor by writing to the Sponsor at the address listed above. If an entrant's data is not provided, entrant's Caption Entry will be deemed ineligible.

9. WINNER

Check the Contest Website and continue following @NetBackup and/or @BackupExec after September 25, 2009 to find out who won.