

CISCO BORDERLESS CHALLENGE CONTEST TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

BY REGISTERING FOR THIS CONTEST [OR BY CLICKING THE "REGISTER" BUTTON], YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY.

CONTEST PERIOD. The Cisco Borderless Challenge Contest (the "Contest") begins at 8:00 a.m. Pacific Time ("PT") on June 6, 2011 and ends at 11:59 p.m. PT on June 28, 2011 (the "Contest Period"). Sponsor's clock is the official time keeping device for this Contest. Sponsor reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest and these Terms and Conditions, for any reason, at any time and without any liability.

ELIGIBILITY: The Contest is sponsored by Cisco Systems, Inc. ("Sponsor" or "Cisco") and is open and offered only to individuals age eighteen (18) or older at time of registration. Contest is not open to: (1) employees or internally contracted vendors of Cisco and its affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) employees, representatives or agents of Cisco-authorized channel partners or distributors, including technology partners or resellers (or their immediate family members or members of the same household); (4) anyone professionally involved in the development or administration of this Contest; (5) employees or internally contracted vendors of governments and government-affiliated companies or organizations, or (6) any employee whose employer's guidelines or regulations do not allow entry in the Promotion or acceptance of the prize(s). In addition, residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are not eligible to participate. The Contest is void in these countries and where otherwise prohibited or restricted by law. Cisco reserves the right to limit, or restrict upon notice, participation in the Contest to any person at any time who fails to comply with these terms and conditions.

FOR QUÉBEC RESIDENTS ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

HOW TO ENTER: To register for the Contest, visit www.cisco.com/go/challenge (the "Site") from June 6, 2011 through June 28, 2011, accurately and truthfully complete the online registration form, and accept these Terms and Conditions. Then, to participate during the Contest Period, follow the instructions at the Site (which may refer you to a contest webpage within the Site, referred to as the "Contest Webpage"), which will require you among other things to (a) answer a series of challenge questions (the "Challenge Questions") during the Contest Period, and (b) submit an original idea for a new Cisco technology or innovation, in response to a specific question posted on the Contest Webpage during the Contest Period ("Entry"). The person submitting the Entry is referred to as an "Entrant" or "you." Each Entry must be the original creation of the Entrant. Entries may not be cancelled, removed or revoked by Entrant. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use any Entry. Entrants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local, state or federal law(s) will be ineligible. All Entries must be in English, unless otherwise permitted by Sponsor at the Site. In addition, Cisco may in its discretion post the Contest Website in Spanish, French, or Brazilian Portuguese – in which case, Entries submitted via such websites may be accepted in the such languages. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. All information collected from Entries shall

be deemed collected and judged in the United States. Limit one (1) entry per person (i.e., one (1) submission of answers to the Challenge Questions and one (1) idea Entry per person).

CONTENT TERMS OF SUBMISSION: Proof of an uploaded Entry does not constitute proof or evidence that Sponsor received the Entry within the Contest Period or that it is otherwise eligible for the Contest. Sponsor reserves the right to disqualify and/or remove any Entry or Entrant for any reason or no reason within its sole and absolute discretion. Nothing in these Terms and Conditions shall require Cisco to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, Cisco may reject or remove from the Site or Contest any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of the Site Acceptable Use Policy or that otherwise falls short of Sponsor's (or its customers') standards. All Entrants shall use the Site according to these Terms and Conditions and any Site Acceptable Use Policy.

REPRESENTATIONS AND WARRANTIES

You represent and warrant as follows:

- (a) all registration information is complete, accurate and truthful;
- (b) no person or entity (including your employer or academic institution) other than you has any right, title or interest in any part of your Entry;
- (c) no other party is entitled to claim royalties from the use of the Entry;
- (d) each Entry, the use thereof by Sponsor, or the exercise by Sponsor of any of the rights granted by you under these Terms and Conditions, does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
- (e) your entire Entry is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder;
- (f) you (and any Entries made by you) shall at all times comply with the then current version of any Site Acceptable Use Policy;
- (g) your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
- (h) you will not upload, post or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware; and
- (i) you are not submitting any confidential, proprietary, or trade secret information.

LICENSES

Entrant hereby grants and agrees to grant to Cisco, its affiliates, parents, subsidiaries and their successors, assigns and agents, a worldwide, perpetual, irrevocable, royalty-free, fully paid up, non-exclusive license under all of Entrant's Intellectual Property Rights (as defined below) to:

- (a) review, assess, test, evaluate, analyze or otherwise consider the Entry and any other information provided for the Contest;

- (b) reproduce and have reproduced distribute to the public copies or phonorecords of, publicly display, and publicly perform by means of digital audio transmission or otherwise all or any part of the Entry;
- (c) revise, alter, modify, improve or otherwise make derivative works of the Entry;
- (d) use, make and have made, import, export, distribute, market, lease, sell and offer to sell or otherwise dispose of (i) all or any part of the Entry; (ii) product(s) or service(s) resulting from methods or processes disclosed in the Entry, (iii) Entry as a stand-alone product(s) or services; or (iv) any or all of the foregoing as incorporated into, or in connection or combination with, or for use with, any product or service by any means now known or developed in the future, wherein the foregoing rights granted in Section (d) extend to all other entities through multiple tiers of manufacture and distribution, including, without limitation, suppliers, manufacturers, resellers, distributors, VAR's, OEM's, customers and end users;
- (e) provide customer support for any of the foregoing;
- (f) sublicense and authorize the granting of sublicenses of all of the rights granted to Cisco in this Section to Cisco's suppliers, manufacturers, resellers, distributors, VAR's, OEM's, customers, end users, affiliates and others designated by Cisco; and
- (g) otherwise use and exploit the Entry for any purpose.

"Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing); and (vii) any licenses, permissions and consents associated with (i) through (vi) above.

You waive all claims to and shall receive no royalties of any kind, now or in the future, from Sponsor, its affiliates, licensees, successors and assigns for use of your Entry, including without limitation any Intellectual Property Rights, public performance, digital sound recording, mechanical, synchronization or master use royalties.

No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Cisco or between you and any other party. Entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries. Entrant acknowledges that Cisco may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Entry. Accordingly, nothing herein shall prohibit Cisco from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials. In the event that your Entry is identical or similar to the Entry of another Entrant, Sponsor reserves the right to score one Entry higher than the other subject to the judging criteria set forth below and at the sole discretion of Sponsor.

JUDGING CRITERIA:

Round One.

Entrants who answer all of the Challenge Questions correctly (each a "Semi-Finalist"), as determined by Cisco in its sole discretion, will advance to Round Two. In the event that no Entrant answers all Challenge Questions correctly, Cisco may in its sole discretion (a) permit Entrants who answer fewer Challenge Questions correctly to proceed as Semi-Finalists to Round Two, or (b) terminate the Contest without any winner being declared and no prize being awarded.

Round Two.

Sponsor will review the Entries of the Semi-Finalists and select one (1) grand prize winner and up to twelve (12) second prize winners. Sponsor will make its selections based on the content of the Entries and using the following judging criteria:

- originality and creativity (50%)
- perceived business fit for Cisco (50%)

All decisions of Sponsor are final, non-appealable and binding. Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein.

PRIZE(S)

Subject to these Terms and Conditions, once confirmed by Sponsor, the one (1) winner will receive the following:

Grand Prize: A trip for the winning Entrant plus one (1) adult guest to a Cisco LIVE or Cisco Networks event location. Entry for one person (1) to the Cisco LIVE or Cisco Networkers event. The winner can choose any one Cisco LIVE or Networkers event starting in August 2011 and ending in July 2012. Additional time beyond the length of the event for further travel experiences will be an available option.

Approximate retail value (ARV) of up to (1) US\$10,000 for travel and (2) US\$5,000 for Cisco LIVE or Networkers entry & events for a total retail value of up to US\$15,000.

Dates and locations of the trip are subject to availability and other restrictions, as determined by Sponsor and its travel suppliers. All persons traveling must be age 18 or older.

As an alternative, if the potential grand prize winner does not desire to take a trip described above, Sponsor may in its discretion offer the potential grand prize winner one or more "borderless devices" (e.g., Flip cameras, Linksys devices, Apple devices, Kindle reading devices, etc.), with an aggregate ARV of up to US\$5,000. Types and models of such devices are subject to availability and other restrictions, as determined by Sponsor.

Additional Prizes (12): In addition, up to twelve (12) Semi-Finalists will be selected by Sponsor, based on the judging criteria identified above, to receive one of: (1) Flip Video Camcorder Mino HD (ARV: US\$199) (2) Linksys® E4200 Maximum Performance Dual-Band Wireless-N Router (ARV: US\$180) (3)

NINTENDO 3DS (ARV: US\$250). In the event that fewer than twelve (12) Entrants answer all Challenge Questions correctly, fewer than twelve (12) additional prizes will be awarded.

All prizes are stated in US currency. All prize details are at Sponsor's sole discretion. Potential winners are not entitled to any surplus between actual retail value of prize and stated ARV; and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize; provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Prizes may be subject to their own separate terms and conditions. Prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s), in Sponsor's sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to the Participant. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

The potential winner(s) will be notified by mail or email within approximately seven (7) to sixty (60) days after the Contest Period. In the event a potential winner does not respond within seven (7) days, that potential winner may not be awarded the prize, in Sponsor's sole discretion.

TAX CONSIDERATIONS: Winner is solely responsible for any local, provincial, state, federal or any other applicable taxes; company regulations; and any other costs, expenses and fees connected with the prize.

AFFIDAVITS AND RELEASES: Potential winners will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility, Confirmation of License Grant and Release of Liability, for receipt by Sponsor within five (5) calendar days of the date such Affidavit and Release are dated. In the event of noncompliance with these Terms and Conditions, if potential winner cannot be reached using the contact information provided on the Entry on or within two attempts, or if the prize winner notification is returned as unclaimed or undeliverable, the prize will be forfeited and an alternate potential winner may be selected at Sponsor's discretion. Prizes are not assignable or transferable in whole or in part. No prize substitutions allowed, in whole or in part, except the Sponsor reserves the right to substitute a prize of comparable value.

VERIFICATION/AUDIT: Entrant understands and agrees that Cisco may (but is not required to) verify, audit or otherwise confirm Entrant's identity, registration information or other information relating to any Entrant or Entry that may aid Sponsor select Contest winner(s). Entrant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with Cisco throughout the duration of the Contest. Cisco, in its sole and absolute discretion, may suspend, remove or otherwise eject any Entrant suspected of providing false, misleading or other information that may fail to comply with these Terms and Conditions, the Site Acceptable Use Policy or any other Contest rules or regulations.

GENERAL CONDITIONS: Entrant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. Entrants shall at all times comply with the Authorized Usage Policy on and for the Site. Personal data will be processed in accordance with Cisco's Privacy Policy which can be found at <http://www.cisco.com/web/siteassets/legal/privacy.html>. Following the Contest Period, Cisco shall not be required to retain records of any Entries. Entrants should direct any request to access, update, or correct information to Sponsor. Sponsor is not responsible for human error, theft, destruction, or damage to Entries, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any Entrant who, in Sponsor's sole discretion: (a) is not in compliance with these Terms and Conditions, (b) tampers with the Entry process, the Contest, or the Site; or (c) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall not be liable to a winner or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming for reasons

beyond the reasonable control of Sponsor unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control. Where permitted by law, Sponsor reserves the right in its discretion to add, modify, change or discontinue this Contest at any time

Neither Sponsor, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Entries, in whole or in part, or other factors beyond their reasonable control. Once submitted, an Entry cannot be deleted or cancelled Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Sponsor, will be disqualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE PROMOTION, IF APPLICABLE). Any Entrant Cisco suspects of attempting to circumvent the Terms and Conditions of this Contest, including but not limited to using false e-mail and/or addresses, multiple identities or other fraudulent or deceptive Entry methods, may be disqualified. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

LIMITATIONS OF LIABILITY AND RELEASE: ENTRANTS AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

CHOICE OF LAW: This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States, without regard to the

conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Entrants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

WINNERS LIST: For a list of winners, contact Sponsor by mail at the following address, for receipt by September 15, 2011: Cisco Systems, Inc., Attn: Dee Dee Pare' / Winner's List Request, 170 W. Tasman Drive, San Jose, CA 95134.

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