

## Xcell Journal Caption Contest

### 2009 OFFICIAL RULES

#### **NO PURCHASE OR PAYMENT NECESSARY. PURCHASING WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. How to Enter:** The Xcell Journal Caption Contest (the "Contest") begins at 12:01 AM Pacific Time on October 27, 2009 and ends at 5 PM Pacific Time on December 11, 2009 ("Contest Period"). To enter: Take a look at the illustration on page 62 in the Fourth Quarter 2009 Xcell Journal, and create and submit an engineering or technology-related caption for the illustration. Send your caption by email to [xcell@xilinx.com](mailto:xcell@xilinx.com), and include your name, job title and company affiliation (if applicable), a statement acknowledging that "I have read and agree to the full official rules located at [www.xilinx.com/xcellcontest](http://www.xilinx.com/xcellcontest)," and your mailing address in the body of the email. No other methods of entry will be accepted.

Your caption must (1) be completely original; (2) be solely created by the entrant; and (3) not infringe the rights of any third party, including, but not limited to copyrights, patents, trademarks, trade secrets, and rights of publicity/privacy. Sponsor reserves the right to eliminate any entry that does not adhere to these Official Rules, uses inflammatory or derogatory language or that is lewd, obscene, pornographic or disparages Sponsor, or that is otherwise inappropriate at Sponsor's sole discretion, and any such entry may be disqualified.

Once the entry has been submitted, entrants will not be permitted to submit substitutions and/or new versions of their entries. You may enter as many times as you like but each entry must feature a substantially different caption (in Sponsor's sole discretion), and only one prize will be awarded per person. Each entry must be submitted separately. If Sponsor determines in its sole discretion that an entrant has submitted two or more entries featuring captions that are not substantially different from each other, the entrant may be disqualified.

Sponsor is not responsible for late, lost, damaged, mutilated, illegible, stolen, incomplete, or misdirected entries or mail or for address or email address changes of entrants. Entries become the property of the Sponsor and will not be acknowledged or returned. All entries must be received by Sponsor by 5 PM Pacific Time on December 11, 2009. Proof of sending will not be deemed to be proof of receipt by Sponsor. Limit: One prize per person and per email address.

**2. Eligibility:** The Contest is open to individuals who are 18 years of age or older as of the date of entry and are physically located in and legal residents of the 50 United States and the District of Columbia or Canada (excluding Quebec). Employees of Xilinx, Inc., and its advertising agencies, affiliates, and/or promotional partners and members of their immediate families together with whom such employees are domiciled are not eligible to enter or win.

**3. Judging and Winner Notification.** Entries will be judged based on the following equally weighted criteria: humor, creativity, and appropriateness to subject matter. In the unlikely event of a tie, winner will be selected based on the tied entry with the most strength in the creativity category. All Entries will be judged by Sponsor or its designee, the judge of the Contest, whose decisions are final on all matters relating to the Contest.

One (1) First Prize winner and two (2) Runners Up will be selected. On or about December 15, 2009, winners will be notified by email at the email address from which the entry was submitted. Return of any prize notification or prize as undeliverable will result in disqualification and selection of an alternate winner. If a winner cannot be contacted at the email address from which the entry was submitted, is contacted and does not respond as directed within 14 days of attempted notification, refuses the prize or is ineligible to accept the prize, the prize may be forfeited and awarded to an alternate winner. Winners may be required to complete and sign an affidavit of eligibility, liability/publicity rights releases, and a license of all rights in and to the entry, including

copyrights, to be received by Sponsor within 14 days of the date of notification or prize will be forfeited and awarded to an alternate winner.

All prizes claimed in accordance with the Official Rules will be awarded. Winners may be required to provide a U.S. or Canadian shipping address to claim prize. Allow 4-6 weeks for delivery of prize.

An entrant is not a winner unless and until the entrant's eligibility and the potential winning entry have been verified and entrant has been notified that verification is complete. Potentially winning entries will be verified by Sponsor, whose decisions to the administration and operation of the Contest and the selection and validation of potential winners are final and binding in all matters related to the Contest. Use of a false email account or an incorrect mail address may disqualify an entry.

**4. Prize:** The First Prize winner will receive one (1) Xilinx® SP601 Evaluation Kit, entry-level development environment for evaluating the Spartan®-6 family of FPGAs (further details available at <http://www.xilinx.com/sp601>). Approximate Retail Value: Two Hundred Ninety-Five Dollars (\$295).

Two (2) Runners Up will each receive a Xilinx branded promotional item, at Sponsor's sole discretion. Approximate Retail Value: Twenty Dollars (\$20) each.

No prize substitutions or cash equivalents, except at the sole discretion of the Sponsor if an advertised prize becomes unavailable. Except as otherwise provided above, prize details including color, style, and size if applicable are at Sponsor's sole discretion. Prizes are non-transferable, and may not be redeemed for cash or combined with other offers. All taxes and any expenses in connection with the receipt and use of prize are the sole responsibility of the winner.

**5. General Conditions:** This Contest is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, Quebec, and where prohibited. By entering this Contest, entrant agrees (a) that Sponsor has the right to use the entry, including the caption, entrant's first and last name, city and state of residence, job title and company affiliation (if applicable), statements, biographical information, voice, photo and/or likeness for any purpose, in part or whole, with our without modifications, on the Internet, for publication in the Xcell Journal, and in any and all media now known or hereafter invented, as Sponsor sees fit, including on Sponsor's and/or its agent's trade journals, websites and in and in connection with promotion, publicity, marketing and advertising for Sponsor, and in connection with its products and/or services, this Contest or other promotions by Sponsor, on a worldwide perpetual basis without any further attribution, notification or compensation to entrant; (b) that Sponsor, in Sponsor's sole discretion, may edit, adapt, composite, scan, duplicate, alter and/or otherwise modify and commercially exploit any entry and component thereof, in whole or in part, without any restrictions as to changes, for publication, implementation, or for any other purpose which Sponsor deems necessary or desirable, including, without limitation, in future products, services, publicity and advertising for Sponsor's products and/or services; (c) that Sponsor shall have no obligation (express or implied) to use any of the entries in any manner and the corresponding entrants shall not be entitled to any damages or other relief by reason of Sponsor's use or non-use of any entry; (d) to be bound by the Official Rules and the decisions of the judges; and (e) be contacted by Sponsor by mail, email, and/or telephone concerning this Contest.

Sponsor reserves the right to modify, suspend or terminate this Contest in the event that it becomes infected by a computer virus or is otherwise technically impaired or if the Contest cannot be conducted as planned by causes beyond the control of the Sponsor. In the event of early termination, the winner will be selected from all eligible entries received at the time of termination using the judging criteria described in these Official Rules. Sponsor reserves the right

to disqualify any entrant found tampering with the entry process or with the operation of the Contest or who violates these official rules.

By entering the Contest, entrants affirm that they have read and accepted these Official Rules, and agree to waive any right to claim any ambiguity or error in the Official Rules or the Contest. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

By entering and/or by accepting a prize, entrant agrees to and hereby does release Sponsor and its agents from any and all liability with respect to participation in the Contest and the prizes awarded herein.

**6. Governing Law.** This Contest is governed by the laws of the United States with venue in Santa Clara County in the State of California. The formation, interpretation and performance of this agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed by California residents entirely within the State of California without regard to its conflicts of law provisions.

**7. Winners List.** For a winners list, send a stamped, self-addressed envelope after December 1, 2009 and before January 31, 2010 to: Xilinx, Inc., Attn: Xcell Journal Caption Contest Winners List, Corporate Marketing Dept, 2100 Logic Drive, San Jose, CA 95124, USA.

**8. Privacy.** Information collected from you will be subject to the Xilinx privacy policy available at <http://www.xilinx.com/legal.htm#privacy>.

**9. Sponsor.** Sponsor of this contest is Xilinx, Inc., 2100 Logic Drive, San Jose, CA, 95124 ("Sponsor").