

VMware Instructor Rewards Referral Program Terms & Conditions

A. OVERVIEW OF THE PROGRAM

1. The VMware Instructor Referral Rewards Program (the "Program") is a loyalty program conducted in the United States and presented by Pearson VUE, a business of NCS Pearson, Inc. ("Pearson VUE"), 5601 Green Valley Drive, Bloomington, MN 55437, through which VMware Authorized Training Center (VATC) instructors; hereafter referred to as "Authorized Training Center Instructor(s)" or "Participant(s)" can earn referral rewards ("Reward") when they encourage their students to register for an exam delivered by Pearson VUE as set forth below.
2. The referred students will receive a free retake of a failed VMware Certified Professional on vSphere™ 4.0 (VCP410) exam using the offer promotion code made available to them upon the purchase of an initial, paid VMware Certified Professional on vSphere™ 4.0 (VCP410) exam using the unique Voucher Number when they register and complete their exams as set forth below.

B. ELIGIBILITY

1. This Program is open only to VMware Authorized Training Center (VATC) Instructors who are lawful residents of countries where VMware certification exams are lawfully available. ("Participant").
2. Employees and their immediate families (parents, brothers, sisters and children) of VMware Inc. and Pearson VUE, and the parents, subsidiaries or affiliated businesses of each are not eligible to participate and receive referral rewards.
3. By participating in the Program, VMware Authorized Training Center (VATC) Instructors agree to abide by all terms of these official Terms and Conditions –and the decisions of Pearson VUE, which shall be final as to all issues.

C. PROGRAM PERIOD

The Program begins on February 8, 2011, and ends on July 31, 2011. Students must schedule and sit for both their initial, paid VMware Certified Professional on vSphere™ 4.0 (VCP410) exam and free retake exam by the end of regular test center hours on July 31, 2011, as set by the test centers where referred students will test.

D. REFERRAL CRITERIA

The purpose of this Program is to reward VMware Authorized Training Center (VATC) Instructors for encouraging their students to take VMware certification exams with Pearson VUE. To support this purpose:

1. Voucher numbers, and the offer promotion code for the free retake of failed exam, may only be distributed to students trained by Participant;
2. A student shall be deemed to be a natural person who is trained by Participant via the following methods: Web-cast, online, and in virtual or physical classroom settings; and
3. Any other distribution that in Pearson VUE's sole determination appears to circumvent the purpose of this program may render Participant ineligible or points accumulated in these types of unauthorized activities may be disqualified from the Participant's total referral points. Such activities include, but are not limited to, false or deceptive use, or misuse of pre-assigned codes, mass electronic distribution, including but not limited to posting of pre-assigned codes on Internet Web sites, chat sites or via publicly available banner ads or Web links, or resale of pre-assigned codes or bundling packages that include pre-assigned codes.
4. The Program may not be combined with any other referral program sponsored by Pearson VUE.

E. PARTICIPATION IN THE PROGRAM

1. Simply refer students to register for VMware certification exams, using the pre-assigned code

(“Voucher Number”) assigned to Participant by Pearson VUE. When each referred student uses a Voucher Number to register for and complete the exam delivered by Pearson VUE during the “Program Period”, the Participant who made the referral will receive one referral point creditable toward a Reward. No additional referral point will be creditable toward a Reward should the referred student elect the free retake of a failed VMware Certified Professional on vSphere™ 4.0 (VCP410) exam using the offer promotion code assigned to Participant by Pearson VUE. You can obtain additional information at www.pearsonvue.com/vmware/instructor, including additional materials such as information about VMware certification and a contact e-mail address for questions regarding the Program.

2. Each Participant will be provided a Voucher Number, and the offer promotion code. The Voucher Number must be entered in the Pearson VUE registration system at the time of exam registration, and the student must have completed the exam, in order for the participating instructor to receive referral points. Students may register via phone, web, or in person at the test center. Students who register and complete their exam during the Program Period will receive a free retake of a failed VMware Certified Professional on vSphere™ 4.0 (VCP410) exam using the offer promotion code, which must be entered in the Pearson Vue registration system at the time of the free retake.
3. Participants are able to see how many referral points they have earned in relation to other Participants via the leader board located on the Program website – www.pearsonvue.com/vmware/instructor. This leader board will be updated weekly, and at the time the Program Period ends, to provide updates for Participants.
4. Pearson VUE reserves the right to audit all Participant referrals in order to validate eligibility before awarding a Reward. Participants in the top 50 for accumulated referral points will receive a Reward. Credited referrals will qualify for the Rewards below:

Tier	Reward	Referral Points	Given To	Approximate Retail Value (USD)
Tier 1	<ul style="list-style-type: none"> • One (1) Admission to the VMworld Conference 2011. Participant may choose from either the US or Europe conference location. • And Rewards listed in the tiers below. 	Participant must refer a minimum of 50 students (equivalent to 50 referral points) to test in order to qualify for this Reward	Top 5 Performing Participants*	\$1,745
Tier 2	<ul style="list-style-type: none"> • VMware Study Material from Pearson VUE's mindhub™ Learning Resources (http://mindhub.pearson.com) • And Reward listed in the tier below. 	There is no minimum number of referrals required in order to qualify for this Reward.	Top 25 Performing Participants*	up to \$100 value
Tier 3	Amazon Gift Card	There is no minimum number of referrals required in order to qualify for this Reward.	Top 50 Performing Participants*	\$50

*All Participants tying for the last Reward in any tier will receive the Reward for that tier.

Participants acknowledge that Pearson VUE has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the VMware product described above, including, but not limited to, its quality, merchantability, mechanical condition or fitness for use. All warranties other than the manufacturer's warranties are disclaimed by Pearson VUE.

1. Participants who have earned a Reward will be notified by mail or email, or both within 30 days of the end of the Program Period. In order to receive the Reward in Tier 1 as specified in Paragraph 4 above, the Participant: (a) must complete and return the Reward Notification Form within 30 days after it is issued; and (b) if required for tax reporting purposes, must provide the required personal identifying information, as specified in Paragraph 6 below. Referral Rewards will generally be delivered within 6-8 weeks after Participant has completed and returned the Reward Notification Form and supplied all required information. If a Participant declines to accept the Reward, or in the event that the reward or reward notification is returned as undeliverable, the Participant will be disqualified.
2. All Referral Rewards are subject to applicable federal, state and other taxes, for which Participant is solely responsible for payment and reporting. If the Participant's total Referral Rewards in any calendar year are valued at USD\$600 or more, the Participant will be required to provide certain additional personal identifying information for tax reporting purposes, as a condition to receiving such Rewards. This additional personal identifying information includes the Participant's date of birth and social security number, tax identification number or other government assigned identification number. The provision of this information is voluntary, but necessary if the Participant wishes to qualify for and receive rewards valued at USD\$600 or above. In the event such personal identifying information is not provided within 30 days after Pearson VUE's request, Pearson VUE will have no obligation to make such Referral Rewards to Participant, even if a Reward Notification Form has issued for such Referral Rewards.
3. By registering and participating in this Program, and where lawful, Participants give explicit permission for (a) the release of their name, state (if applicable), and country of origin in releases or notifications regarding this Program, and (b) posting their name on the online leader board.
4. Participants are not agents or employees of Pearson VUE, or its parents, subsidiaries or affiliated businesses.
5. Void to the extent prohibited by law. Void in jurisdictions where subject to registration.

F. PRIVACY

Protection of Personal Information. Pearson VUE utilizes physical, electronic and procedural safeguards to protect the personal information processed or collected from its Customers.

Information Collected for Tax Reporting Purposes. The following referring Participant information will be collected by Pearson VUE if deemed required for tax reporting purposes and will be used by Pearson VUE only as required for compliance with tax laws: Participant's date of birth and social security number, tax identification number or other government assigned identification number. If required, such information may be shared with applicable tax authorities.

Collection and Use of Other Information. Pearson VUE may collect and utilize other personal information from a referring Participant, such as name, address, phone number, email address and contract information, for the following purposes: (1) properly administering the VMware Instructor Rewards Referral Program, including the management of Participant accounts to accurately record and update Reward balances and issue Rewards; (2) to fulfill Participant orders for Pearson VUE products and redeem Referral Rewards, and provide service to Participant with respect to such orders; (3) for Participant account management purposes, including invoicing, accounting and collection on the Participant's account; (4) to respond to Participant inquiries; (5) to understand and analyze Participant's needs and preferences and develop, enhance, market and provide products and services to meet those needs, (7) to offer Participant the opportunity to participate in marketing promotions, contests and referral reward programs; and (8) as otherwise expressly provided in

these Terms and Conditions.

Transmission of Information. Pearson VUE may transmit personal information in the following situations: (a) in response to a subpoena, court order or legal process, to the extent permitted and required by law; (b) to protect your security or the security of other persons, consistent with applicable law; (c) to address actual or suspected fraud or other illegal activities; (d) in connection with a sale, joint venture or other transfer of some or all of the assets of a Pearson VUE business; (e) to Pearson VUE affiliates, contractors or agents, who are committed to protect the privacy and security of this financial and personal information in a manner consistent with these privacy terms and to use it solely for the purpose specified in these privacy terms.

Website Privacy Policy. Information collected through a Pearson VUE website is subject to the Privacy Policy posted on such website. There may be different privacy policy on different websites.

Resolution of Concerns. Questions or concerns about how Pearson VUE handles and protects personal information related to the VMware Instructor Rewards Referral Program should be directed to Kelly Goeke at Kelly.Goeke@pearson.com or 952-681-3158.

G. MODIFICATIONS AND TERMINATION OF THE PROGRAM

1. Pearson VUE reserves the right to modify any of the terms and conditions set forth herein, including, but not limited to, the methods through which Participants may earn a Reward – at any time, with or without notice, even though these changes may affect a Participant's ability to receive a Reward.
2. The Participant's participation in the program constitutes the Participant's acceptance of any changes to these Terms and Conditions. Participants are responsible for remaining knowledgeable as to any changes that Pearson VUE may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available at www.pearsonvue.com/VMware/instructor and will supersede all previous versions of these Terms and Conditions.

H. GENERAL TERMS AND CONDITIONS

1. Pearson VUE reserves the right to discontinue the participation privileges of any Participant who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes, or ordinances. Discontinued participation privileges may result in the loss of all accumulated benefits.
2. No substitution or transfer of rewards or cash redemptions are permitted by Participants, but Pearson VUE may substitute cash value or another Reward of equal or greater value for the Reward given, at Pearson VUE's option.
3. Pearson VUE is not responsible for incorrect or inaccurate entry information by Participants or for any printing, technical or human error, which may occur in the processing, printing or distribution of any Program materials. Pearson VUE is not responsible for misdirected, lost, late, incomplete, mutilated, illegible or postage due registration or other Program materials.
4. All questions or disputes regarding eligibility for the Program, earning of rewards, or a Participant's compliance with these Terms and Conditions will be resolved by Pearson VUE.

I. LIMITATION OF LIABILITY AND DISPUTE RESOLUTION

1. By participating in the program, Participants acknowledge that technical processing and transmission of information on the Pearson VUE Web site may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Pearson VUE is not responsible for: (a) incorrect or inaccurate transcription of information; (b) problems related to any of the equipment or programming associated with the Program or utilized by the Participant; (c) any human error or printing error; (d) any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission; (e) problems relating to computer equipment, software, inability to access the Pearson VUE Web site; or (f) any other technical or non-technical error or malfunction.

2. By participating in the Program, each Participant accepts all responsibility for, and hereby indemnifies and holds harmless Pearson VUE, each of its related companies, and each such company's respective officers, directors, employees, shareholders, agents, and successors, and assigns (the "Released Parties"), from and against any claims that may arise from actions taken by such Participant or arising out of participation in this Program.
3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF ANY OR ALL OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO ALL PARTICIPANTS. IF A PARTICIPANT PROVES THAT PEARSON VUE HAS IMPROPERLY DENIED THAT PARTICIPANT ANY REWARD, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF THE REWARD. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.
4. Except where prohibited, each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Program, or any Rewards, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota, USA; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions, or the rights and obligations of Participant and Pearson VUE in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Minnesota, USA, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Minnesota, USA.