

### VERITAS OFFICIAL RULES FOR VERITAS OPENSTACK SUMMIT 2017 DRAWING

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

### **MUST BE PRESENT TO WIN**

BY PARTICIPATING IN THE PROMOTION, YOU ACCEPT AND AGREE TO BE BOUND BY THESE "OFFICIAL RULES" AND DECISIONS OF THE SPONSOR RELATIVE TO THIS DRAWING.

### 1. SPONSOR

The Veritas OpenStack Summit 2017 Drawing (the "Promotion") is sponsored by Veritas Technologies LLC (the "Sponsor"), 500 E. Middlefield Road, Mountain View, California, 94043, U.S.A. The Promotion begins on Sunday, November 5, 2017 at 4:00p.m. PT and ends on Tuesday, November 7, 2017 at 7:00p.m. PT (the "Promotion Period").

# 2. ELIGIBILITY-VOID WHERE PROHIBITED

The Promotion is open to registered OpenStack Summit 2017 Sydney attendees (the "Conference") who are at least 18 years old and have reached the age of majority in their state of residence as of the start of the Promotion Period ("Participants"). Employees, officers, directors, agents, representatives, and immediate family members (defined as spouse or biological or step- mother, father, sister, brother, daughter, or son and each of their respective spouses), and household members of Sponsor, Conference exhibitors, Conference vendors, and their respective affiliates, subsidiaries, and agencies, are not eligible. Employees or representatives of government agencies are also not eligible to win prizes. The Promotion is void where prohibited by law.

# 3. HOW TO ENTER; SELECTION OF WINNERS; PRIZES

## NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

Participants visit the Veritas booth at OpenStack Summit Sydney 2017 during event hours. Pick-up a promotion card and visit this link: http://vrt.as/VeritasAtOpenStack and take the following actions:

- 1. Simply join the VOX community
- 2. Click the 'Kudos' button at the bottom of this post <a href="http://vrt.as/VeritasAtOpenStack">http://vrt.as/VeritasAtOpenStack</a> Upon doing so, you'll be entered in a drawing to win a Google Home

### **DRAWING**

One winners will be selected and announced through VOX and via email on November, 7, 2017 at 7p.m. PT (November 8, 2017 2pm AEDT). Winner must pick up the prize at the Veritas booth at OpenStack Summit Sydney prior to the booth closing on November 7, 2017 at 9:30p.m. PT (November 8, 2017 at 4:30 p.m. AEDT). Prize will not be shipped.

**4. PRIZE DETAILS.** The odds of being selected as a potential winner in the Promotion depend on the number of eligible attendees participating in the Promotion during the Conference. Your entry may be disqualified, at the sole discretion of Sponsor, if you attempt to disrupt the Promotion or circumvent the terms and conditions of these Official Rules. If this occurs, Sponsor has the right to remedy any such action, disruption, or circumvention in a manner to be solely determined by Sponsor.



The total estimated retail value of all of the prizes to be awarded under the Promotion is **US\$129.00**. Prizes are not transferable or exchangeable, or redeemable for cash. No prize substitution is allowed, except Sponsor may substitute a comparable prize at Sponsor's sole discretion. Winner is solely responsible for any and all applicable federal, state, provincial, or custom taxes. Any and all costs and expenses associated with prize acceptance 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.

**Selection of Potential Winners.** Potential winners will be selected among eligible Participants by random drawing on the day and time outlined above at the Conference. All decisions of the Sponsor will be final. Winners must be present to win and can pick-up their prizes at the onsite **Veritas Booth**. If a winner is unable to pick-up his or her prize at the Conference, the prize will be automatically forfeited, and the winner is disqualified from the Promotion. **Prizes will not be shipped to winners.** 

### 5. CONDITIONS

In order to be named a winner in the Promotion, the potential winner must complete an affidavit of eligibility and liability release indicating: (i) acceptance of, and agreement to abide by these Official Rules; (ii) agreement to waive any legal claims against and to release Sponsor, event sponsors, and their respective promotional agencies, and their respective affiliates, directors, officers, employees and shareholders from any and all liability, loss, or damage arising from participation in the Promotion and/or acceptance, possession, or use of a prize awarded through the Promotion, including, but not limited to, claims for product liability, personal injury, breach of contract, and negligence; (iii) confirmation that the potential winner meets and will abide by all eligibility requirements where applicable; and (iv) (optional and only where permitted by law) consent to the use of the potential winner's name, image, likeness, and related personal information for use in publicity materials related to the Promotion and/or Sponsor and Sponsor's products and services. Failure to agree to the affidavit of eligibility, waiver of liability, and, where permitted by law, a publicity release, will constitute forfeiture of the prize, and a substitute winner may be selected at Sponsor's sole discretion.

AS AN PARTICIPANT IN THIS PROMOTION, YOU AGREE THAT SPONSOR, EVENT SPONSORS, ADMINISTRATOR, TWITTER, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION AND PRODUCTION AGENCIES AND PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND RESULTING FROM YOUR PARTICIPATION IN THE PROMOTION OR ANY PROMOTION-RELATED ACTIVITY, OR FROM YOUR ACCEPTANCE, RECEIPT, POSSESSION AND/OR USE OR MISUSE OF THE PRIZE(S), AND (B) HAVE 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 device which is occasioned by participation in the Promotion, or for any computer device, 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 Promotion entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites (including the Promotion Website), 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 Promotion, or 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 Promotion, 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 Promotion 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, equipment, or software 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 Promotion immediately.

If you upload a photograph or other image in connection with the promotion, you hereby grant to Sponsor a nonexclusive, irrevocable, royalty-free, fully paid, fully transferable, fully sublicenseable license to use, reproduce, distribute, display, make derivative works, perform, and modify the uploaded material in any and all manner and media throughout the world in perpetuity. This includes a license under all copyrights included therein.

By entering the Promotion, you agree: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of rights to bring any claim, action, or proceeding against any and all of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless any and all of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with this Promotion.

If you decide to post to Twitter, you must (i) make no false or misleading representations or advertisements with regard to Sponsor, the Conference, or your relationship with Sponsor; (ii) make no statements regarding Sponsor, or the Conference that you do not have a reasonable basis for or that are inconsistent with your honest opinions, findings, beliefs, or experiences; (iii) disclose the nature of your relationship with Sponsor and that you may be eligible for prizes as a result of your posting; (iv) comply with all applicable laws and regulations, including but not limited to advertising and marketing laws such as CAN-SPAM and the Federal Trade Commission's Endorsement Guidelines; (v) comply with the social media outlets' terms of service and other policies; and (vi) comply with any other policies of Sponsor as may be communicated to you during the Promotion Period.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a Participant and/or Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of California without regard to California conflicts of law principles. All Participants consent to exclusive jurisdiction and venue in Santa Clara County, California, U.S.A.

The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Sponsor's employees are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever.

By entering the Promotion, Participants agree to the terms of **Sponsor's Privacy Policy** (http://www.Veritas.com/about/profile/privacypolicy/index.jsp). Unless Participants indicate otherwise at the time of registration, personal information collected from Participants may be used by Sponsor for the purpose of not only administering this Promotion but also contacting you regarding your interest in Sponsor's products and services.



### AFFIDAVIT OF ELIGIBILITY AND WAIVER OF LIABILITY

By signing below, the undersigned Participant in the Veritas OpenStack Summit 2017 Drawing (the "Promotion") sponsored by Veritas Technologies LLC ("Veritas") hereby attests that, prior to participating in the Promotion he/she read the Official Rules for the Promotion and has previously agreed that his/her participation in the Promotion is governed exclusively by those Official Rules. In consideration for the prize awarded to Participant through his/her participation in the Promotion, Participant agrees and acknowledges as follows:

- 1. <u>Eligibility</u>: Participant was at least 18 years old and had reached the age of majority in his/her state of residence as of the start date of the Promotion, and is an individual eligible to participate in the Promotion in accordance with the Official Rules, and accordingly, is eligible to receive any prize awarded to him/her through the Promotion. Participant acknowledges that his/her right to receive a prize may not be transferred, substituted for another prize, or exchanged for cash, and that Participant is solely responsible for all taxes or governmental fees due for receiving, owning, or using the prize. Should it thereafter be discovered or determined that Participant was not eligible to receive a prize, Participant agrees to return such prize within 10 days of written notice by Veritas, or by a duly authorized agent of Veritas, and to pay all costs associated with the return of such prize.
- 2. <u>Waiver of Liability</u>: As set forth in the Official Rules, Participant hereby releases Veritas, its subsidiaries, affiliates, agencies, and its officers, directors, employees and representatives from any and all liability, loss, or damage arising from Participant's acceptance, possession, or use of a prize, including, but not limited to, claims for product liability, personal injury, breach of contract, and negligence. Participant acknowledges and agrees that Veritas makes no warranty, expressed or implied, with respect to the accuracy of any information relating to the prizes awarded, including pricing and product editorials, and Participant hereby waives and releases Veritas, its subsidiaries, affiliates, agencies, and its officers, directors, employees and representatives from any liability, loss, or damage caused directly or indirectly by any inaccuracy associated with such information. Without in any way limiting the generality of the foregoing, Participant agrees that this waiver embraces, covers and includes each, every, and all matters, transactions, causes of action, claims, demands and obligations arising in favor of Participant as against Veritas, its subsidiaries, affiliates, agencies, and its officers, directors, employees and representatives relating to Participant's participation in the Promotion. Participant hereby waives any and all rights under the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him must have materially affected his or her settlement with the debtor.

3. <u>Governing Law</u>: Participant agrees that any dispute that arises as a consequence of his/her participation in the Promotion will be governed by the laws of the State of California.

Participant:
Signature:
Date:
Address:
Email Address: