

VERITAS OFFICIAL RULES FOR VERITAS @ VMWORLD SPONSOR DEMO ZONE DRAWING

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

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

1. SPONSOR

The Veritas +@ VMworld Sponsor Demo Zone Drawing (the "Drawing"), which will occur at VMworld 2021, is sponsored by Veritas Technologies LLC (the "Sponsor"), with its global headquarters located at 2625 Augustine Drive, Santa Clara, California, 95054, U.S.A. The Drawing begins on Tuesday October 5, 2021 at 10:00 a.m. PT and ends on Thursday October 7, 2021 at 6:00 p.m. PT (the "Drawing Period").

2. ELIGIBILITY-VOID WHERE PROHIBITED

The Drawing is open to registered or opted-in attendees of the VMworld 2021 conference (the "Conference"), who are at least 18 years old and the age of majority in his/her state of residence as of the starting date of the Drawing, and citizens of the U.S. or Canada as of the state date of the Drawing ("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 sponsors, vendors, exhibitors, and their respective affiliates, subsidiaries, and agencies, are not eligible. Employees or representatives of government agencies or organizations are ineligible to win prizes. The Drawing is void where prohibited by law.

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

Visit us virtually at the Veritas Sponsored Demo Zone to engage – via our chat feature – with our subject matter experts during the schedule times below. One lucky attendee will win an Oculus Quest 2 All-In-One VR headset by random drawing at the conclusion of the VMworld event.

- October 5th @ 2pm PDT: Chat with the Veritas Architect who designed and built Modern Data Protection for Tanzu Workspace. Bring your questions for this interactive session!
- October 6th at 10am PDT: Join our Veritas Backup Exec Evangelist who will be ready to share what's new in Veritas Backup Exec for VMware and answer any questions you may have.
- October 6th @ 10am PDT: Join our Ransomware Resiliency technical experts as they take your questions and provide guidance on best practices to be ready for Ransomware.

Must be present to win. One (1) entry per person. When you complete the step above, you will be automatically entered into the random drawing. Your entry may be disqualified, at the sole discretion of Sponsor if you attempt to disrupt the Drawing 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.

4. PRIZE

One (1) potential winner will be selected by random drawing on or about Monday October 18, 2021 for the



Grand Prize of an Oculus Quest 2 — Most Advanced All-in-One Virtual Reality 256GB Gaming Headset —3D Cinematic Sound— Next-Level Hardware — VR Headset, Two Touch Controllers, Glasses Spacer w/ Mazepoly Knuckle Strap.

Prize Description	Estimated Value in USD	Qty
Oculus Quest 2 — Most Advanced All-in-One Virtual Reality 256GB Gaming Headset —3D Cinematic Sound— Next-Level Hardware — VR Headset, Two Touch Controllers, Glasses Spacer w/ Mazepoly Knuckle Strap	\$600.00	1

Limit one prize per person. The odds of winning depend on the number of eligible drawing tickets entered during the Drawing Period. 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. Winners are solely responsible for any and all applicable federal, state, and local taxes. Any and all 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.

5. SELECTION OF WINNER

A total of up to one (1) potential winner will be selected by a random drawing on Monday October 18, 2021. In order to be named winners, potential winners must complete an affidavit of eligibility and liability release (attached) indicating: (i) acceptance of, and agreement to abide by these Official Rules; (ii) agreement to waive any legal claims against and to release Sponsor and their respective promotional agencies, and their respective affiliates, directors, officers, employees and agents from any and all liability, loss, or damage arising from participation in the Drawing and/or acceptance, possession, or use of a prize awarded through the Drawing, including, but not limited to, claims for product liability, personal injury, breach of contract, and negligence; (iii) confirmation that the 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 winner's name, image, likeness, and related personal information for use in publicity materials related to the Drawing, the Sponsor, and/or Sponsor's products and services. Failure to agree to the required portions of 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.

6. CONDITIONS

BY PARTICIPATING IN THE DRAWING, YOU AGREE TO RELEASE AND HOLD SPONSOR, CONFERENCE SPONSORS AND VENDORS, AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PRODUCTION AND ADVERTISING AGENCIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, AND CLAIMS OF ANY KIND IN CONNECTION WITH THE DRAWING, YOUR PARTICIPATION IN THE DRAWING, OR YOUR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, PROPERTY DAMAGE, INVASION OF PRIVACY, AND MERCHANDISE DELIVERY.



By entering the Drawing, 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 rights to bring any claim, action, or proceeding against the Released Parties in connection with the Drawing; and (iv) to defend and indemnify the Released Parties from any and all claims, actions, proceedings, demands, and liability costs arising from your participation in the Drawing.

Sponsor is not responsible for: (i) misprinted, lost, late, delayed, misdirected, unintelligible, illegible, damaged, stolen, intercepted, or incomplete entries, scans, or prize notifications and (ii) any condition caused by events beyond the control of Sponsor which may cause the Drawing to be disrupted, delayed, or corrupted. Sponsor shall have the right to modify, suspend, or terminate the Drawing.

The Drawing is governed by these Official Rules. U.S. federal and state laws apply. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by, and construed in accordance with, the substantive laws of the State of California without regard to California conflicts of law principles. All Participants consent to the exclusive jurisdiction and venue in Santa Clara County, California, U.S.A.

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.

By entering the Drawing, Participants agree to the terms of the **Sponsor's Privacy Policy** (https://www.veritas.com/about/privacy). Unless Participants indicate otherwise at the time of entry into the Drawing, personal information collected from Participants may be used by the Sponsor for the purpose of not only administering this Drawing but also contacting Participants regarding their interest in Sponsor's products and services.



AFFIDAVIT OF ELIGIBILITY AND WAIVER OF LIABILITY

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

- 1. <u>Eligibility</u>: Participant was at least 18 years of age and the age of majority in his/her state of residence as of the starting date of the Drawing, is a citizen of the U.S. or Canada and is an individual eligible to participate in the Drawing in accordance with the Official Rules, and accordingly, is eligible to receive any prize awarded to him/her through the Drawing. 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 ten 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 participation in the Drawing and acceptance, possession, or use of a prize, including, but not limited to, claims for personal injury, product liability, 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 Drawing. 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/her favor at the time of executing the release which if known by him must have materially affected his/her settlement with the debtor.

- 3. <u>Publicity</u>: Participant hereby grants Veritas the absolute right and permission to use the Participant's name, photograph, or likeness for promotional publications relating to the Drawing, Vision, and similar events without further notice, compensation, or right of approval by Participant. Participant shall make no claim, demand, or cause of action arising out of Veritas' use of Participant's name, photograph, or likeness, as granted herein.
- 4. <u>Governing Law</u>: Participant agrees that any dispute which arises as a consequence of his/her participation in the Drawing shall be governed by the laws of the State of California.



Participant:	Email:	
Signature:	Date:	
Addross:		