

# KubeCon + CloudNativeCon North America 2022: Register & Enter to Win Cool Prizes Sweepstakes Official Rules and Regulations

## No Purchase Necessary to Enter or Win. Only 3 Will Win a Grand Prize.

**1. ELIGIBILITY.** The KubeCon + CloudNativeCon North America 2022: Register & Enter to Win Cool Prizes Sweepstakes ("Sweepstakes") is open to legal residents of Australia, Belarus, Belgium, Bulgaria, Canada, Chile, China, Costa Rica, Czech Republic, Denmark, Finland, France, Germany, Ireland, Japan, Malaysia, Netherlands, New Zealand, Norway, Paraguay, Peru, Romania, Slovakia, South Africa, Sweden, Switzerland, Taiwan, Thailand, Ukraine, United Kingdom, United States and the District of Columbia, who are 18 years of age or older at the time of entry and who are not excluded due to any of the reasons listed below.

The following are ineligible: employees of Veeam Software Group GmbH, and its related entities (collectively, "Veeam") and their immediate families (parent, child, sibling and any of their respective spouses), as well as any household members of any of the foregoing (whether or not related) and any person who has won a prize in any sweepstakes conducted by Veeam in the past twelve (12) months.

The Sweepstakes is governed by Swiss law and is subject to all applicable local laws and regulations. Void in Afghanistan, Aland Islands, Albania, Algeria, Andorra, Angola, Argentina, Armenia, Australian Capital Territory, New South Wales, and U.S. territories where such sweepstakes are prohibited or restricted by law.

By entering the Sweepstakes, participants agree that they comply with the eligibility criteria and agree to be bound by all terms of these "Official Rules." Veeam reserves the right to refuse to award the Prize (described in Section 5 below) to anyone which it, in its sole discretion, deems to be in violation of the Official Rules.

You agree that Veeam shall have the right to use your name, biographical information (such as age, occupation, and address), photograph, image, likeness and statements relating to the Sweepstakes or the Prize for advertising, publicity and marketing purposes, and a background check without additional compensation or prior notice to you (as described more in Section 3 below).

You may not make any public statements or release any other information relating to the Prize to the media without Veeam's prior written approval. Events may occur that make the awarding of the Prize impractical or inappropriate due to unforeseen circumstances or reasons beyond the control of Veeam or for Veeam business reasons. In this situation, Veeam may vary or amend the Prize to provide a reasonable alternative and you agree that no liability shall attach to Veeam or parties connected to Veeam.

**2. HOW TO ENTER.** To enter the Sweepstakes, participants must log on to: <https://www.kasten.io/kubernetes/events/kubecon-na-2022> (the "Website") during the Entry Period (defined below) and follow the directions at the Website by providing and submitting participant's first name, last name, email address, zip code, and any other information required at the Website, all of which is governed by Kasten by Veeam's Privacy Policy, available at <https://www.kasten.io/privacy>. Participants may enter the Sweepstakes beginning at 12:01:01 a.m. Eastern Time ("ET") on August 10<sup>th</sup>, 2022 until 11:59:59 p.m. ET on October 28<sup>th</sup>, 2022 ("Entry Period"). No other methods of entry will be accepted.

To be eligible, entries must be submitted and received during the Entry Period. Veeam's computer is the official time clock. Entries must be submitted in the name of an eligible living person. All entries become the property of Veeam and will not be acknowledged. Proof of submitting an entry does not constitute proof that Veeam received the entry in the Sweepstakes.

Limit: one (1) entry per person/email address. Multiple entries received in violation of the entry limitation, false or deceptive acts or entries, or entries generated by script, macro or other automated means will be void, will render a participant ineligible, and also may result in participant no longer being allowed to enter Veeam's sweepstakes, contests or other promotions in the future, at Veeam's sole discretion.

Veeam and its employees, officers, directors, representatives, partners and agents (collectively, the "Released Parties") are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network, cable, satellite, Internet service provider, telephone, telephone lines or other connection issues, or any other non-controllable acts concerning a website, failed, incomplete, garbled or delayed computer transmissions or other problems of any kind which may limit or affect a person's ability to participate in the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. Veeam reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of termination, Veeam reserves the right, at its sole discretion, to award the prizes from among all non-suspect eligible entries received up to the time of such action.

**3. PUBLICITY AND DATA PROTECTION.** By entering, you agree that Veeam shall have the right to collect, retain, and use your personal information to the extent necessary to process and contact you about the Sweepstakes, and conduct a background check if you are selected as a potential winner. You also agree that, without additional compensation or prior notice, Veeam shall have the right to:

- use your personal information and/or likeness for advertising, publicity and marketing purposes in connection to the Sweepstakes;
- send you additional marketing communications and information related to Veeam products; and
- share your personal information with Veeam's partners for one of the forgoing purposes.

**Entrants can read more about Veeam's Privacy Policy, which governs use of all personal information you provide at <https://www.veeam.com/privacy-policy.html>. If you do not want Veeam to use your personal information to contact you with information about goods and services, please do not enter the Sweepstakes.**

**4. HOW TO WIN; ODDS OF WINNING:** On or around October 31, 2022, four (4) potential winner (collectively, when verified by Veeam as described here, the "Winner,") will be randomly selected by Veeam, from among all eligible entries received during the Entry Period. The odds of winning depend on the total number of eligible entries received. Any Winner will be notified by Veeam via email and must meet all eligibility requirements, including a timely reply to Veeam's notification and the execution and return of all necessary releases and documents required by Veeam (including, without limitation, tax reporting forms). Winning is contingent upon fulfilling all requirements.

Veeam has the right to conduct a background check of any Winner, including without limitation, civil and criminal court and police records, and Winner agrees to provide necessary information to assist Veeam with a background check. If Winner has been convicted of a felony or misdemeanor, charged with or accused of engaging in any activities involving moral turpitude, harm to children, or any other activity that conflicts with Veeam's image, Veeam reserves the right to disqualify Winner.

In Veeam's sole discretion, disqualification may result, and an alternate Winner may be chosen, if a Winner (i) fails to respond to the notification or contact Veeam within forty eight (48) hours from the date Veeam sends notice to the email provided, (ii) fails to sign and return all necessary documents within the time period designated by Veeam, (iii) declines the prize, (iv) fails to provide Veeam with satisfactory proof of age, identity, residency or other information needed to conduct a background check, or (v) fails to comply with any of the Official Rules as outlined herein. Veeam is not responsible for the redirection of email per the individuals' respective company or personal firewall, email server(s), spam filter, or any other technical error.

Veeam's decisions regarding this Sweepstakes are final and binding.

**5. PRIZE.** One (1) Winner will receive a voucher for a KCNA exam, you acknowledge and accept that the Prize is valued at the equivalent of approximately Three Hundred Dollars (\$300 USD); One (1) Winner will receive a Sonos Move Speaker, you acknowledge and accept that the Prize is valued at the equivalent of approximately Four Hundred Dollars (\$400 USD); One (1) Winner will receive a Play Station 5, you acknowledge and accept that the Prize is valued at the equivalent of approximately Five Hundred Dollars (\$500 USD). Any valuation of the Prize stated above is based on available information provided to Veeam. The Prize is non-transferable, non-exchangeable and there are no cash or credit alternatives available.

Veeam reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, in their sole discretion.

**6. TAXES.** The Winner is responsible for the reporting and payment of all applicable taxes (if any) as well as any other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded. The Winner may be required to complete tax reporting forms, as may be requested by Veeam.

**7. DISCLAIMER AND INDEMNITY.** Winner acknowledges that the prize is awarded "as is" and that Veeam has not made, and is not in any manner responsible or liable for any representation, guarantee or warranty, expressed or implied, in law or in fact, relative to any prize, including, but not limited to its quality, mechanical condition or fitness for a particular purpose. To the extent permitted by law, the Veeam and the Released Parties expressly disclaim any responsibility or liability, irrespective of the legal grounds. As a participant, you agree to indemnify, defend and hold the Released Parties harmless from and against any and all claims, actions, demands and/or liabilities for injury/death, damage or loss to any person or property relating to or arising in connection with participation in this Sweepstakes (regardless of the cause of such injury or loss), the delivery and/or subsequent use or misuse of the prize awarded and/or printing, distribution or production errors or for lost, late, misdirected, incomplete, corrupted or illegal/unauthorized submissions.

**8. ARBITRATION & CLASS ACTION WAIVER: PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT OR CLASS ACTION IN COURT.**

You and Veeam agree that these Official Rules and the Arbitration Act governs the interpretation and enforcement of these terms and conditions and this arbitration provision.

Any dispute/claim relating to this contract or its breach, the Official Rules or any prize awarded ("Claim") that is not informally resolved within fifteen (15) days of written notice to you or Veeam, shall be finally resolved by arbitration. The arbitration will be administered by The Belgian Centre for Arbitration and Mediation (CEPANI) under its CEPANI Rules of Arbitration, will be conducted in English and by a single arbitrator, and any court with jurisdiction may enter judgment regarding the arbitrator's award.

Veeam will bear the cost of any arbitration filing fees and arbitration fees for claims of up to Seventy-Five Thousand US Dollars (\$75,000 USD), unless the arbitrator determines that the arbitration is frivolous. You are responsible for any other costs that you may incur in the arbitration, including, attorney fees and expert witness costs, unless Veeam are otherwise required to pay such costs under applicable law. You may pursue any claim through summary proceedings to order payment where jurisdiction and venue over the Sweepstakes Entities is proper if your claim otherwise qualifies for such court and you do not seek any equitable relief.

You and Veeam agree that all Claims you may have will be brought in an individual capacity, and NOT on behalf of, or as part of, any purported class, consolidated, or representative proceeding ("Class Proceeding"). You and Veeam further agree that neither will participate in any current or future Class Proceeding brought by any third party relating to the contract, Official Rules, or any prize.

If any court or arbitrator determines that the class action waiver is void or unenforceable or that arbitration may proceed on a class basis, then the relevant claim will not be subject to arbitration.

The agreement to arbitrate and class action waiver also apply to any Claims you assert against Veeam' or the Released Parties.

**9. OFFICIAL RULES OR WINNER'S LIST:** For a copy of these Official Rules or the Winner's Name (which should be available on or about November 1, 2022), send a self-addressed, stamped envelope to the following address (please specify "Official Rules" or "Winners"): "Register & Enter to Win Cool Prizes Sweepstakes," Veeam Software Group GmbH, Linden Park, Lindenstrasse 16, CH-6340 Baar, Switzerland. All requests must be received by November 18<sup>th</sup>, 2022