## RSA CONFERENCE 2022 "HOW DID WE DO" DIGITAL PASS SURVEY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. SWEEPSTAKES OPEN TO LEGAL RESIDENTS OF CANADA (EXCLUDING QUEBEC), THE FIFTY (50) UNITED STATES, AND THE DISTRICT OF COLUMBIA WHO: (A) ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (19 IN AL, DE AND NE; 21 IN MS); OR (B) HAVE REACHED THE AGE OF MAJORITY IN THEIR STATE/PROVINCE/TERRITORY OF RESIDENCE, WHICHEVER IS OLDER, AT THE DATE OF ENTRY INTO SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW.

## THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES AND CANADA ONLY (EXCLUDING QUEBEC).

**SWEEPSTAKES DEFINITION:** "Sweepstakes" means a promotional drawing in which a prize is given away at no charge to the Entrant." For clarity, in Canada, 'Sweepstakes' is defined in these Official Rules as the equivalent of a 'Prize Draw' or 'Contest'. If applicable within a jurisdiction, references to 'Sweepstakes' herein and in connection with a promotion, shall be read as and understood to mean 'Prize Draw' or 'Contest'.

1. Agreement to Official Rules: By entering the RSA Conference 2022 "How Did We Do" Digital Pass Survey Sweepstakes (the "Sweepstakes") the participant ("Entrant") hereby fully and unconditionally agrees to these official rules (the "Official Rules") and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any violation of these Official Rules will result in disqualification.

2. Eligibility: The Sweepstakes is open only to legal residents of Canada (excluding Quebec), the fifty (50) United States, and the District of Columbia who: (a) are at least eighteen (18) years old (nineteen (19) in AL and NE; twenty-one (21) in MS); (b) have reached the age of majority in the state/province/territory of residence, whichever is older, at the date of entry into the Sweepstakes; (c) successfully registered for a Digital Pass for RSA Conference 2022 ("Event"); and (d) received an official email invitation (not forwarded) to complete an online survey about the Event. Employees and representatives of RSA Conference LLC, Nth Degree, Rainfocus, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Employees of the City of New York are not eligible. Government employees including all federal, state, county, city or municipal government employees, state funded universities and colleges, all types of public officials including elected officials, private individual or firms where the government has outsourced government functions, and K-12 employees are not eligible. The Sweepstakes is subject to all applicable United States federal, state, and local laws and regulations and to all Canadian federal, provincial, municipal, and local laws and regulations. Void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

**NOTICE TO HEALTHCARE EMPLOYEES:** If Entrant is employed in the healthcare industry, prior to awarding any Prizes, Entrant will be required to obtain certification that acceptance of the Sweepstakes Prize is permitted in accordance with applicable law and ethics policies of Entrant's employer. All Canadian healthcare employees are not eligible.

Sponsor: RSA Conference LLC, PO Box 2156, Merrimack, NH 03054.

**3. Timing:** The Sweepstakes begins on 06/30/2022 at 4:00 pm PT and ends on 07/15/2022 at 11:59 pm PT (the "Entry Period").

4. How to Enter: To enter: [1] click on the survey link in the official email invitation; [2] answer questions associated with the online survey ("Evaluation"), enter your contact information at the end of the survey including your full name and business email address; and [3] click the 'submit' button. Submissions

must be received by 11:59:59 pm PT on July 15, 2022 as recorded by vendor's servers associated with the Website ("Entry Period"). All times are Pacific USA Time. Your survey answers do not impact your chance to win.

Each survey timely submitted as described is an "<u>Entry</u>" and eligible individuals who submit an Entry are referred to as a "<u>Participant</u>" or "<u>Entrant</u>." Only one Entry per person.

**Entry Terms.** All Entries are subject to the Official Rules. Odds of winning depend on number of Entries received for that drawing. The answers you provide on an Evaluation do not impact your chance to win. Entries (including answers to all Evaluations) become the property of Sponsor and their receipt will not be acknowledged or returned. Any attempt by a person to gain more Entries than permitted by the Official Rules shall result in disqualification at Sponsor's sole discretion. Entry into the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes during the Event or at any other time.

**Disputed Entry**. For a dispute concerning who submitted an Entry, the Entry will be declared to have been made by the individual with the name and email address corresponding to the information found on the Entry, but only if that person meets all other eligibility criteria. If any dispute cannot be resolved to Sponsor's satisfaction, the Entry may be deemed ineligible. Entries with more than one name may be disqualified.

**Entries May Incur Internet Usage Charges.** When you submit an Evaluation electronically using your smart phone or wireless device, normal Internet access and usage charges imposed by your online service will apply, according to the terms and conditions of your service agreement.

6. Grand Prize: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. On or around 07/16/2022, Sponsor will conduct a random drawing to select the potential Sweepstakes winners from all eligible Entries received during the Entry Period. The potential winners will be notified by email. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability Release or Declaration and Release Form with Liability Waiver (for all Canadian Prizes), (collectively, "Release Forms") in order to claim his/her Prize. If a potential winner cannot be contacted, fails to sign and return the relevant Release Forms within the required time period, or Prize is returned as undeliverable, potential winner forfeits Prize. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. By entering, Entrant agrees he/she is in compliance with all of his/her employers' rules, policies, and procedures that relate to accepting prizes. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable Prize to an alternate winner by random drawing from among all remaining eligible Entries. Only one (1) alternate drawing will be held after which the Prize will remain un-awarded.

**ANSWERING A MATHMATICAL SKILLS QUESTION:** If a potential winner is a resident of Canada, then as a condition of receiving a Prize, the selected potential winner will be required to correctly answer a four-part mathematical skill-testing question, posed in writing within the Declaration and Release Form in order to be deemed a winner. The question must be answered within five minutes, and without the benefit of any assistance (including without limitation, any calculation devices).

7. **Prizes:** Twenty-five (25) Winners will receive a prize ("Prize"): one (1) \$75 Visa Gift Card. Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. Odds of winning a Prize depend on the number of eligible Entries received during each Entry Period. Limit: One (1) Prize per person.

**8. Odds of Winning:** The odds of winning a Prize depends on the number of eligible Entries received during the Entry Period.

Release: By entering, Entrant agrees to release and hold harmless Sponsor, Nth Degree, and 9. Rainfocus, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any Prize. Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**10. Publicity**: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12.** Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, provided that the Entry Period has not ended. If the Sweepstakes is canceled, suspended, or modified, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the Prizes offered herein. No

more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims. If by reason of a printing, typographical, technical, computer, network, human, or other error, more Prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of Prizes will be awarded.

**13. Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by any state or federal court located in New York (or in any appellate courts thereof). All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**14.** Entrant's Personal Information: By participating in this Sweepstakes, Entrant consents for Sponsor to obtain, use, and transfer Entrant's name, address, email and other details for Prize fulfillment purposes and marketing, advertising, and other commercial purposes as set forth in Sponsor's Privacy Policy available at <a href="https://www.rsaconference.com/privacy">https://www.rsaconference.com/privacy</a>.

**15. Winner List:** For a Winner List, send a hand-printed, self-addressed, stamped envelope to "RSA CONFERENCE US 2022 SESSIONS SURVEYS SWEEPSTAKES", c/o Kelly Bergeon, RSA Conference LLC, PO Box 2156, Merrimack, NH 03054.Winner List requests must be received by 08/30/2022.