

## **RSA® Conference 2015 Innovation Sandbox Most Innovative Company**

### **Submission Terms and Conditions**

**NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING IN THIS CONTEST PARTICIPANT AGREES TO COMPLY WITH ALL THE RULES BELOW. IF PARTICIPANT DOES NOT AGREE WITH ANY OF THESE RULES DO NOT PARTICIPATE OR SUBMIT AN ENTRY. IF SELECTED AS A FINALIST, ADDITIONAL TERMS AND CONDITIONS APPLY.**

- 1. Excluded Individuals.** Employees, independent contractors, officers, directors, shareholders, members, managers, agents, or other representatives of RSA Security LLC (“RSA”), and of each of its respective subsidiaries and affiliates and any Contest related suppliers (all of the foregoing entities referred to collectively as the “Contest Entities”), and any members of each such person’s immediate family (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household of such individuals (whether related or not) are not eligible to enter or win. Determination of whether a Participant is eligible shall be made in the sole discretion of RSA whose decisions shall be final and binding.
- 2. Void in Excluded Territory.** THIS CONTEST IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), CUBA, SYRIA, IRAN, SUDAN, NORTH KOREA, AND IN ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION (INCLUDING BUT NOT LIMITED TO JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION AND/OR TRUST ACCOUNT OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT HAVE NOT BEEN SATISFIED), OR RESTRICTED OR TAXED BY LAW, AND VOID WHERE RESTRICTED BY INTERNAL BUSINESS OR COMPANY POLICY (COLLECTIVELY, “EXCLUDED TERRITORY”). Residents of an Excluded Territory are prohibited from entering or winning.
- 3. No Government Official or Restricted Party.** Participants and their companies, if applicable, may not be a Restricted Party, meaning any person or entity that is: (a) an official or employee of any governmental entity as defined under any relevant anti-bribery, ethics, or anti-corruption statute, law, regulation or convention; and, (b) on the U.S. Department of Commerce Denied Person’s List, Entity List, or Unverified List; U.S. Department of the Treasury list of Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred Parties.
- 4. Terms of Submission:** By submitting an entry, each Participant warrants and represents that the entry complies with the terms hereunder and the information in the submission materials is true and correct in all material respects. Failure to comply with each of the above requirements will disqualify Participant. Submission materials are the property of RSA. At RSA’s sole discretion, RSA may return the submission materials. Once submitted no further files, programs or changes to the submission materials are permitted. By entering, Participants agree to these terms and the decisions of RSA and the judges, which shall be final and binding in all aspects. RSA has the right to disqualify any entry and/or Participant that it determines in its sole discretion does not comply with these rules. Entry into the Contest does not constitute entry into any other promotion, contest or sweepstakes during the RSA Conference 2015 or at any other time. RSA reserves the right, in its sole discretion, to modify, terminate, or suspend the Contest. RSA further reserves the right, in its sole discretion, to disqualify any Participant from participation in the Contest who acted in an improper manner. Participant agrees that RSA shall have the right and license to use, review, assess, evaluate or otherwise consider all submission materials in connection with the contest and that RSA may use the submission materials in connection with marketing or promotion of the Contest in all media now known or later developed.
- 5. Reservation of Rights:** Participants shall have no rights or licenses hereunder, express or implied, with respect to any intellectual property, software, hardware, or information of RSA or any of its affiliates. All rights and

licenses, title and interests not expressly granted in these terms are expressly reserved by RSA and its affiliates.

6. **Release:** Each Participant represents and warrants that: (a) all rights to the submission materials belong to such Participant, the Submission is original and the Submission does not and shall not infringe on any copyright or any other third party right nor violate any applicable law or regulation, (b) Participant has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, and, (c) each Participant hereby holds the RSA and Contest Entities harmless from and against any third party claim arising from use of the submission materials, and waives any right to inspect or approve uses of the entry or to be compensated for any such uses as is consistent with applicable law.
7. **Participant Names.** Participating in the Contest constitutes permission to RSA and its agencies to use the names, biographical information, pictures/portraits, likenesses and/or voices of the Participant and its employees, entry, for purposes of advertising and trade without further compensation, unless prohibited by law.
8. **RELEASE OF LIABILITY:** BY PARTICIPATING IN THE CONTEST, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTICIPANT AGREES THAT THE CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, RELATED FINANCIAL ENTITIES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT FOR ANY LIABILITY FOR, (A) ANY BODILY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRY CREATION, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, IF APPLICABLE OR PARTICIPATION IN THE CONTEST OR PARTICIPATION IN ANY CONTEST OR RELATED ACTIVITY, OR (B) ANY CLAIMS INCLUDING, BY WAY OF EXAMPLE, CLAIMS BASED ON PUBLICITY RIGHTS, INTELLECTUAL PROPERTY RIGHTS, COMMERCIAL APPROPRIATION OF NAME AND LIKENESS, DEFAMATION AND/OR INVASION OF PRIVACY AND THE COLLECTION, USE AND/OR SHARING BY ADMINISTRATOR OF PERSONALLY IDENTIFIABLE INFORMATION OF THE PARTICIPANTS, OR FOR ANY PRINTING, PRODUCTION, TYPOGRAPHICAL, HUMAN OR OTHER ERROR IN THE PRINTING, OFFERING OR ANNOUNCEMENT OF ANY WINNER. Participants hereby represent and warrant that they have read these Terms and Conditions and are fully familiar with its contents. Each Participant agrees to indemnify Released Parties for any claims, actions, related damages, costs (including attorney fees and court costs), charges, and judgments against Released Entities associated with rights and licenses granted RSA and its Affiliates under Sections 4-6 or breach by such Participant of any such rights and licenses.
9. **Privacy:** Participants agree that personal data, including name, address, and telephone number may be processed, stored, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these terms. The data may also be used by RSA in order to check Participants' identity, their postal address and telephone number or to otherwise verify their eligibility to participate in the Contest. If a Participant wishes to access, update or correct any personal information, they should contact RSA. A copy of RSA's Privacy Policy in relation to treatment of personal information may be obtained at <http://www.emc.com/legal/emc-corporation-privacy-statement.htm>, which shall apply except to the extent described herein.
10. **Severability; Headings; Waiver:** If any one or more provisions of these terms are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these terms. Headings and captions are used in these terms solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these terms or any provision hereof. Failure of RSA to enforce any term of these terms shall not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these terms.

11. **Recourse & Remedies:** All issues and questions concerning the construction, validity, interpretation and enforceability of these terms, Participant's rights and obligations, or the rights and obligations of the RSA or its Affiliates in connection with the Contest, shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Participants agree that EXCEPT FOR VIOLATION OF ANY INDEMNITY STATED HEREIN, ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED ACTUAL OUT-OF-POCKET COSTS INCURRED UP TO \$500, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO EVENT ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO, CLAIM, PUNITIVE, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN AFOREMENTIONED OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY TO YOU.

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