

# RSA SMARTWATCH MARCH 2014 SWEEPSTAKES OFFICIAL RULES

## **ABBREVIATED RULES**

**RSA SMARTWATCH MARCH 2014 SWEEPSTAKES ABBREVIATED RULES: NO PURCHASE NECESSARY TO ENTER OR WIN. TRADE PROMOTION - NOT OPEN TO THE GENERAL PUBLIC.** This Sweepstakes is open to individuals who: [a] registered for and are attending RSA Conference in San Francisco, California between February 24-27, 2014 (“Event”); [b] are of the age of majority in their state, province or country of primary residence; and, [c] do not reside in an Excluded Territory listed below. Two ways to enter: [1] *Mobile App*- [a] visit <http://www.rsaconference.com/events/us14/downloads-and-media/mobile-app> to download and install the RSA Conference 2014 Mobile App on your smartphone or wireless device; [b] set up the user profile and including your full name, and business email address; and [c] add at least one upcoming session to “my schedule” before that session begins; OR [2] *Write-In*- request an entry card during published Event hours from the Event Information Desk located at the Mobile App Info Booths, fill in your name and email address, and return it to the Information Desk. Only one entry per person. Up to four chances to win, once each day of Event. One (1) winner randomly chosen at 4:00 pm on 02/24, 02/25, 02/26 and 02/27, will each receive a Pebble smartwatch with an estimated retail value in US Dollars or “ARV” of \$150; aggregate retail value of all prizes is ARV \$600. Entries must be received no later than 3:00 pm on: (i) 02/24 to participate in drawings on 02/24-02/27; (ii) 02/25 to participate in drawings on 02/25-02/27; (iii) 02/26 to participate in drawings on 02/26-02/27; (iv) 02/27 to participate in the drawing on 02/27. All times are in Pacific Time. Don’t need to be present to win. Can only win one prize. You have not yet won. **Odds of winning depend on number of entries received.** Actual prizes may vary from prizes pictured. Government officials, those prohibited by their employer’s policies from receiving the prize, and employees of RSA Security and EMC Corporation and their respective subsidiaries and affiliates, are ineligible to enter. VOID IN PUERTO RICO AND OTHER USA TERRITORIES (EXCEPT D.C.), QUEBEC, ARGENTINA, CHILE, PERU, CUBA, SUDAN, SYRIA, IRAN, NORTH KOREA, AND WHERE PROHIBITED BY LAW. Winners must complete an affidavit of eligibility, release of liability, and publicity release. Residents of some jurisdictions required to answer a math question to win. Other terms, restrictions and exclusions apply. Subject to Official Rules posted at <http://www.rsaconference.com/events/us14/rules>. See [www.emc.com](http://www.emc.com) for RSA’s Privacy Policy. By submitting an entry, you fully and unconditionally accept the Official Rules. If you do not agree with any of the Official Rules, do not submit an entry. Sweepstakes is not endorsed, sponsored or administered by, or associated with, Pebble Technology Corp. Sponsor is RSA Security LLC, 174 Middlesex Turnpike Bedford, MA 01730. USA.

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. TRADE PROMOTION - NOT OPEN TO THE GENERAL PUBLIC. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. INTRODUCTION:** Please read the Official Rules (“Official Rules” or “Rules”) of RSA SMARTWATCH MARCH 2014 SWEEPSTAKES (the “Sweepstakes”). To participate, you must agree to unconditionally accept and comply with the Rules, and the decisions of, and interpretations of these Rules by, RSA Security LLC, 174 Middlesex Turnpike Bedford, MA 01730. USA (“Sponsor”), which shall be final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein. By entering you agree to comply with these Rules. If you do not agree, do not enter the Sweepstakes. In these Rules, “we” “our” “RSA” and “us” refer to the Sponsor; “you” and “your” refers to the individuals that enter the Sweepstakes. All times herein are in Pacific Time.

**Sweepstakes Definition.** For clarity, a ‘sweepstakes’ as defined in these Rules is the equivalent of a ‘prize draw.’ If applicable within a jurisdiction, references to ‘Sweepstakes’ herein and in connection with this promotion, shall be read as and understood to mean ‘Prize Draw.’

**2. ELIGIBILITY:** The Sweepstakes is open to individuals who can prove to Sponsor's satisfaction that they: [1] registered for ("Registration") and are attending RSA Conference in San Francisco, California between February 24-27, 2014 ("Event"); [2] reached the legal age of majority in their country, province or state of legal residence (in the U.S.A., minimum of 21 in Mississippi, 19 for residents of Alabama and Nebraska) by the date the Event begins; and [3] do not reside in an Excluded Territory (defined below). Employees, staff, independent contractors, agents, officers, directors, members, managers, and other representatives of Sponsor and EMC Corporation ("EMC"), and any of its and their respective parents, subsidiaries, affiliates, sales representatives, advertising-, promotion-, and fulfillment- agencies, legal advisors, and suppliers (including by way example all service providers associated with the Sweepstakes, Sponsor's website and rewards programs) (collectively and including all the aforementioned entities, the "Sweepstakes Entities"), and the immediate family members (spouses, parents, siblings, children and their spouses and in-laws), and/or those living in the same household of each, are *not* eligible to enter the Sweepstakes or win a Prize defined below.

**Void in Excluded Territory.** THIS SWEEPSTAKES IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), QUEBEC, ARGENTINA, PERU, CHILE, 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 a prize.

**Comply With Your Company Policies:** It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions such as this Sweepstakes. By entering the Sweepstakes or by accepting the Prize, you warrant and represent that your actions do not violate your employer's policies and procedures. If you are participating in violation of your employer's policies, you may be disqualified from entering the Sweepstakes or receiving the Prize. The Sweepstakes Entities disclaim any and all liability or responsibility for disputes arising between an entrant and his/her employer related to this matter.

**Prohibited from Entering: NO Government Official; NOT on USA Government List.** No entrant may enter or win a Prize if he or she is [a] an official of any governmental entity as defined under any relevant anti-bribery, ethics or anti-corruption statute, law, regulation or convention, or [b] is listed on the U.S.A. Department of Commerce Denied Person's List, Entity List, or Unverified List; U.S.A. Department of the Treasury list of Specially Designated Nationals and Blocked Persons; or U.S.A. Department of State List of Debarred Parties (currently available at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>, <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/entity-list>, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>, and [http://www.pmdtdc.state.gov/compliance/debar\\_intro.html](http://www.pmdtdc.state.gov/compliance/debar_intro.html)).

**3. HOW TO ENTER:** There are two ways to enter the Sweepstakes (each an "Entry" or collectively, "Entries"):

[1] Mobile App- [a] visit <http://www.rsaconference.com/events/us14/downloads-and-media/mobile-app>, download and install the RSA Conference 2014 mobile app ("Mobile App") on your smartphone or wireless device; [b] set up the user profile including your full name and business email address; and [c] add at least one upcoming session to "my schedule" before that session begins. The Mobile App is available in Apple ios, Android, and HTML versions. Only one user profile per person. No matter how many times you add a session, you will only receive one Entry.

OR

[2] Write-In- Request an entry card ("Card") during published Event hours from the Event information desk located at the Mobile App Info Booths, fill in your name and email address, and return it to the information desk.

Only one Entry per person regardless of manner of entry. Entries must be received (“Entry Period”) no later than 3:00 pm on: (i) February 24<sup>th</sup> to participate in the drawings held on February 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>; (ii) February 25<sup>th</sup> to participate in drawings held on February 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>; (iii) February 26<sup>th</sup> to participate in drawings held on February 26<sup>th</sup> and 27<sup>th</sup>; and, (iv) February 27<sup>th</sup> to participate in the drawing held on February 27<sup>th</sup>. Entry times measured by Sponsor’s servers associated with the Mobile App or the digital clock used by Sponsor for the Sweepstakes. Must be present to enter; not required to be present to win. All Entries are subject to these Rules. Entrants are forbidden from sharing the same email address, Card, or Mobile App profile. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Any attempt by a person to gain more entries than permitted by Rules as determined in Sponsor’s sole discretion shall result in disqualification. Entry into the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes offered during the Event or at any other time.

Any Entry received or any profile associated with a Mobile App Entry without the attendee’s required contact information shall be deemed incomplete and therefore ineligible. In the event of a dispute regarding the identity of the individual who created the profile or submitted the Card cannot be resolved to Sponsor’s satisfaction, the affected Entry will be deemed ineligible. Sweepstakes Entities shall not be responsible for defective, incorrect or inaccurate Entry whether caused by entrants, or by any of the equipment, printing, or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Registration, or Entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, defect, theft or destruction, or unauthorized access to, or alteration of Entries or Registrations.

**May Incur Internet Usage / Carrier Charges:** If you download the Mobile App other than by free Wifi available at the Event, normal Internet access and usage charges imposed by your online service will generally apply, according to the terms and conditions of your service agreement. Use of a wireless mobile device may only be available via participating wireless carriers, and will result in airtime and carrier charges according to the terms and conditions of your service agreement with your wireless carrier. You understand that by providing your cell phone or email as part of an Entry, if you are a potential winner, Sponsor may contact you via cell phone or email.

**4. WINNER SELECTION AND NOTIFICATION:** Each day of the Event on or about 4:00 pm one potential winner will be randomly chosen from among all Entries received no later than 3:00 pm that day. Sponsor will contact the potential winner using the email address associated with the Entry. Sponsor must receive a reply from each potential winner within forty-eight (48) hours of the winner notification being sent or an alternate winner may be chosen. Potential winners will have won the prize subject to their fulfillment of all requirements under the Rules. Potential winners will be asked to complete, sign and return Sponsor’s Prize Claim Documents defined below. Once returned fully executed and verified by Sponsor, Sponsor will declare the entrant to be a winner. **The odds of winning depend on the total number of Entries received prior to 3:00 pm on that day’s drawing.**

**Disqualification.** At the sole discretion of the Sponsor, disqualification, and forfeiture may result from any of the following (collectively “Disqualified”) and an alternate winner selected as described herein: [1] potential winner’s failure to timely respond to notification of being selected as a winner, or to any other communication sent to the potential/winner, within forty-eight (48) hours or such other time if explicitly provided by Sponsor; [2] potential winner’s failure to provide Sponsor with satisfactory proof of age, identity, residency or other eligibility as may be requested; [3] potential winner’s failure to validly claim any prize; and [4] any other non-compliance with Rules. In the event the potential winner is Disqualified, Sponsor will make at least two subsequent attempts to award that Prize by selecting alternate, potential winners in accordance with the above procedure, after which the Prize in question may at Sponsor’s sole discretion, go un-awarded. If Sponsor believes, in its sole discretion, that a legal issue presents a significant problem related to awarding a prize to a selected entrant, another entrant will be selected instead if possible.

**Answering Mathematical Skill Question.** If a potential winner is a resident of Canada, Mexico, any country in the Asia-Pacific or Japan (“APJ”) region, or other jurisdiction where the promotion is similarly prohibited, then as a condition of receiving the Prize, the selected potential winner may be required to correctly answer a mathematical skill question, asked verbally by telephone. The question must be answered within five minutes, and without the benefit of any assistance (including without limitation, any calculation devices).

**5. PRIZE:** There are four prizes (each a “Prize”). Each winner will receive one (1) Pebble smartwatch with an estimated retail value in US Dollars or “ARV” of \$150; aggregate retail value of all prizes is ARV \$600. National, federal, state, provincial and local laws and regulations may apply, and Prize is subject to “Taxes” below. At Sponsor’s option, Prizes may be made available at the Event or will be mailed within six weeks (6) after Sponsor declares entrant a winner to the home address as provided on the Prize Claim Documents. Unless provided at the Event, Sponsor will generally be responsible for mailing costs of delivering the prize to winner’s USA residence or if none, to other location reasonably acceptable to Sponsor.

The Prize or any alternate prize as described herein represents the complete obligation and entire amount awarded the winner by Sponsor under the Sweepstakes. Prizes are not redeemable for cash and are not transferable. No cash or other substitution may be made, except by Sponsor, which reserves the right (except where contrary to federal, state, or local laws or regulations) to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize or any portion thereof is not available for any reason as determined by Sponsor in its sole discretion. Prizes are applicable for distribution to consumers in the U.S.A. market, and may not function, be exportable, or supported by its issuer outside of the U.S.A. If in Sponsor’s sole judgment the Prize cannot be exported to your country of residence, then you will forfeit the Prize and Sponsor will attempt to award the Prize to another winner as described above. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. Prizes pictured in advertising, displays, and other Sweepstakes materials are for illustrative purposes only. Actual prizes may vary from prizes as pictured. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Pebble Technology Corp.

**WINNER IS RESPONSIBLE FOR ALL TAXES AND FEES ASSOCIATED WITH RECEIPT OF PRIZE AND/OR USE EXCEPT AS EXPLICITLY STATED HEREIN. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS WITH RESPECT TO THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ELIGIBILITY, ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.**

**6. GENERAL PRIZE CONDITIONS:** Prior to awarding any prize, Sponsor, in its sole discretion, may require potential winners to sign and/or return an affidavit of eligibility, publicity release and a liability release benefiting Sponsor (collectively “Prize Claim Documents”) as described herein. Failure to return any of the Prize Claim Documents completed and fully executed within ten (10) days of prize notification and receiving such Prize Claim Documents (or a shorter time if required by exigencies), except where prohibited by applicable law, may cause the prize to be forfeited and potentially awarded to an alternate as solely determined by the Sponsor.

Except with respect to any warranty issued by the Prize manufacturer, Prizes are awarded without warranty of any kind, express or implied, without limitation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SWEEPSTAKES ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, except where this would be contrary to national, federal, state, provincial, or local laws or regulations. Sweepstakes Entities shall have no responsibility or obligation to a winner or potential winner who is unable or unavailable to accept or utilize the Prize as described herein. By accepting the prize, winner also agrees and acknowledges that the prize does not in any way influence any decision in doing business with Sweepstakes Entities, and that the prize was not given in connection with or related to any sale or commercial transaction.

**ARV Limitations; Restrictions.** The ARV of the Prizes are subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Sponsor will expend up to a maximum of the ARV of each Prize as stated above for/toward the Prizes, but may expend less depending upon the prevailing prices, rebates and incentives available at that time. No winner is entitled to claim any check, cash or other form of payment for the difference in value between the amount paid by Sponsor for/toward the Prizes and the Prizes' ARV above. Winners are responsible for all costs and other expenses associated with winning or acceptance of the prize that are not specifically mentioned herein.

**Publicity Release.** Acceptance of a prize constitutes (each) prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising, marketing, regulatory compliance, publicity and/or other purposes associated with this Sweepstakes, throughout the universe and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, incentive, consideration, consent or review, unless prohibited by law.

**7. SWEEPSTAKES ENTITIES NOT RESPONSIBLE OR LIABLE:** Entrants agree that the Sweepstakes Entities: [1] shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, to entrant including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' receipt, possession, loss and/or use or misuse of any prize, except to the extent prohibited by law, and [2] have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

Sweepstakes Entities assume no responsibility and shall have no liability for: [a] any damage to an entrant's or any other person's computer system or wireless phone or other device which is occasioned by accessing the Registration website, the Mobile App, or otherwise participating in the Sweepstakes or claiming a prize, or [b] any computer system, phone line, hardware, software or program malfunctions, viruses or bugs, or other technical 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, and whether caused by the entrant, another party, or any persons at or associated with the Event, Registration, Mobile App, or Entries, Sweepstakes Entities are not responsible and shall not be liable for: incomplete, illegible, misdirected, defective, misprinted, late, lost, deleted, damaged, stolen, intercepted, postage-due, not received, or the unauthorized access to or alteration of, submissions, Entries, Registration, Mobile App, user profile, or prize related notifications, advertisements, or forms; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, mistyped, scrambled, delayed, or misdirected computer, telephone, email, 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 associated with the Sweepstakes, Entry, or Registration whether by technical or human error, etc; or for inability of entrant to timely enter, receive notices, communicate with Sweepstakes Entities, or be present during or for missing any applicable Entry Period or time of applicable drawing; or for any delays in scheduling, performance of and/or completion of any procedures associated with the Sweepstakes, or for any printing or typographical errors in any materials associated with the Sweepstakes; or for any events beyond Sweepstakes Entities' reasonable control including by way of example, as may result in disruptions, injuries, losses or damages associated with the Sweepstakes. Neither are any Sweepstakes Entities liable for any delays in scheduling, performance of and/or completion of any procedures associated with the Sweepstakes.

**Release of Sweepstakes Entities.** Except where prohibited by law, by participating in the Sweepstakes, each Entrant agrees to release and hold harmless each of the Sweepstakes Entities, and each of their respective employees, officers, directors, managers, members, related financial entities, agents, representatives, successors and assigns (the "Released Parties") from and against any claim or cause of action, liability, losses, damages, costs and expenses arising out of or related to participation in the Sweepstakes or receipt, use, inability to use, or misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, cellular, or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of Entries; (e) late, lost, or undeliverable mail or email; (f) 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, use or misuse of any prize; or (g) any of the reasons listed in the first two paragraphs of this section 7.

**Force Majeure.** If the performance of this Sweepstakes or of any obligation hereunder, including by way of example, the issuance of the Prize(s) and its use or attempted use by winner is prevented by a force majeure event ("Force Majeure"), i.e., an act of God, war, force of law, strikes, power failure, flood, industrial dispute, fire, epidemic, hardware and/or software failure, domestic or foreign terrorism, or any condition or event beyond the reasonable control of Sweepstakes

Entities, Sweepstakes Entities shall be excused from such performance to the extent of such prevention, restrictions or interference as determined by Sponsor.

**8. GENERAL TERMS:** Entries not complying with these Rules are subject to disqualification. Sponsor reserves the right to remove any entrant from the Sweepstakes for violation of these terms and conditions of use, or if entry in the Sweepstakes violates the laws applicable in the jurisdiction where the entrant is employed or lives. No mechanically reproduced, forged, robotic, programmed, script, macro, software-generated or other automated or third party or multiple entries (collectively "Automated Entries") are permitted. Sponsor will disqualify all Entries it determines were submitted as Automated Entries. Sponsor reserves the right in its sole discretion to disqualify any individual who is found in Sponsor's sole judgment to be tampering with the entry process or the operation of the Sweepstakes, 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 Sweepstakes, 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.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY, MOBILE APP, USER PROFILE, REGISTRATION OR WINNER SELECTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Modification.** Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. In the event of any cancellation, termination or suspension, or in the event of any changes made to these Rules, notice thereof will be posed at the Training and/or announced to all attendees of the Training. If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the Prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Inclusion in such drawing if one is available shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor.

**Interpretation.** 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. Failure to enforce any term of these Rules shall not constitute a waiver of that provision. Decisions of Sponsor with respect to the Sweepstakes, including but not limited to decisions as to eligibility, are final. Failure to comply with these Rules may result in an entrant's disqualification, at the sole discretion of Sponsor. Incomplete entries or Registrations, or the use of false personal information may disqualify an entrant and their Sweepstakes Entry. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Registration, or Event website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

**9. TAXES & OTHER COSTS: THE FILING OF ANY FORMS AND PAYMENT OF ANY IMPORT, WITHHOLDING OR INCOME TAX, AND ANY COSTS NOT EXPRESSLY INCLUDED IN THE PRIZE DESCRIPTION ARE THE SOLE RESPONSIBILITY OF THE WINNER.** This includes by way of example, taxes levied in connection with the Prize by any applicable federal or state government, municipality, etc., and any other costs not specifically provided for in these Official Rules. **The value of the Prize may be taxable to the winner as income.** In order to receive a Prize, the selected entrant must submit any tax documentation or tax information requested by



Sweepstakes Entities or otherwise required by applicable law, to the designated member of Sweepstakes Entities and/or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of such selected entrant's country of residence. Each selected entrant is responsible for ensuring that (s)he complies with all applicable tax laws and filing requirements. If a selected entrant, fails to provide appropriate documentation as requested or comply with such laws, the Prize to winner may be forfeited and Sponsor may, in its sole discretion, select an alternative entrant if feasible. Prizes may be subject to tax withholding by Sponsor regardless of residency. If required to do so by applicable law, Sweepstakes Entities may prior to or following the distribution of Prize, withhold, reduce any prize, or charge prize winner in order to fulfill any tax withholding requirements imposed by on Sponsor by the IRS or other relevant tax authority. Prize winner will indemnify Sweepstakes Entities for any costs, charges and taxes associated with the payment of taxes associated with the Prize.

**10. LIMITS ON RECOURSE TO JUDICIAL PROCEDURES & REMEDIES:** Sweepstakes takes place in the United States and shall be construed in accordance with applicable U.S. federal, state and local laws and regulations. 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 Sweepstakes Entities in connection with the Sweepstakes, 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. Entrant (but if deemed a minor in the jurisdiction in which he or she resides, Entrant's parent or legal guardian), agrees that: **[a]** 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 the appropriate court located in the Commonwealth of Massachusetts, U.S.A. And, **[b]** ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED DIRECTLY ASSOCIATED WITH ENTERING THIS SWEEPSTAKES UP TO A MAXIMUM OF \$500 BUT IN NO EVENT ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO, CLAIM, PUNITIVE, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN OUT-OF-POCKET EXPENSES DESCRIBED ABOVE, 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.

**11. ENTRANTS PERSONAL INFORMATION:** Except as may described herein, information submitted with an Entry including the registration is subject to Sponsor's Privacy Policy available at <http://www.emc.com/legal/emc-corporation-privacy-statement.htm>. Participants agree that personal data, especially name and email address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to check participants' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Sweepstakes. Participants have a right to access any personal data held by the Sponsor by writing to the Sponsor at the address listed in Section 12 below. If participant's data is not provided, participant's Entry will be ineligible. All data will be collected on servers located in the USA. If entrant decides later that entrant doesn't want to receive such e-mail communication Entrant will be given an opportunity to opt out at a later date.

**12. RULES & WINNER'S LIST:** To receive a complete list of winners or a copy of the Rules, please send a self-addressed stamped envelope to: RSA SMARTWATCH MARCH 2014 SWEEPSTAKES – Rule/Winners List Request, c/o RSA Security LLC, 174 Middlesex Turnpike Bedford, MA 01730. USA, attention Katherine Wah. Requests must be received on or before September 1, 2014. Limit one (1) request per outer mailing envelope. Return postage not required for Vermont residents or residents outside the U.S.A.

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