

TERMS AND CONDITIONS

Laugh & Learn Oculus Quest 2 Giveaway

NO PURCHASE NECESSARY TO ENTER TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, REGULATION OR CORPORATE POLICIES. BY PARTICIPATION IN THIS PROMOTIONAL RAFFLE (“RAFFLE”), YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ENTER THE RAFFLE FOR A FREE PRIZE. ENTERING IN THE RAFFLE CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.

1. Eligibility: Entrants must be at least 18 years of age. Tintri, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees are ineligible to enter the Raffle. Immediate family members of Tintri employees are also not eligible to enter or win. Government and state employees, and “foreign officials” are prohibited from participating in the Raffle or from accepting any prizes even if invited by Tintri to participate. Entrants are required to determine for themselves whether they would be deemed to be government or state employees or foreign officials under relevant laws. Independent consultants, resellers, MSPs, distributors, resellers, competitors, and media (including bloggers) are not eligible to participate in the Raffle. Any entry from an ineligible person is void.

2. Raffle Prize. One (1) winner will receive one Oculus Quest 2 (the “Prize”) with an approximate retail value (“ARV”) of \$299 USD.

3. Rules. This promotion is valid only on March 25th, during the Laugh and Learn: AI and Intelligent Infrastructure (“Promotion Period”). Only one Prize per person and per household will be awarded. Prizes cannot be resold or transferred to other parties or redeemed for cash or substituted by winner. The ARV of the Prize represents Tintri’s good faith determination. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. This Raffle is open to IT end users with a valid business e-mail and is available in the United States only. The Prize will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the Prize winner. Failure to comply with these Terms and Conditions, including satisfaction of the Entry Conditions, will result in forfeiture of the Prize and any entitlements thereto. Tintri will mail the Prize to the winner within thirty (30) days of notification of award by email. Tintri Networks, Inc (“Tintri”) is the promoter of this Raffle.



4. How to Enter. All eligible entrants must: (a) attend the live virtual event as instructed by Tintri in association with these Terms and Conditions, with a valid business email address (“Email Address”).

5. Winner Selection. The winner of the Raffle will be selected in a random drawing from among all eligible entries received before the virtual event (“Winner”). The random drawing will be conducted about 24 hours after the virtual event by Tintri or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible entries received. Tintri may, in its sole discretion, undertake a subsequent redraw among all remaining eligible entries in the event that a Prize is unclaimed as a result of section 6 below, until all available Prizes are claimed.

6. Winner Notification. The winner will be notified by email at the Email Address within a reasonable time period after the random drawing. The winner must accept the Prize by email as directed by Tintri within 72 hours of notification. Tintri is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or the winner’s failure to adequately monitor any email account. Any winner notification not responded to or returned as undeliverable may result in a Prize forfeiture.

7. Applicable Laws and Taxes: Entrants agree to comply with all applicable laws, regulations, ordinances, and executive orders of any country, state, province, municipality, or government body applicable to (i) this Raffle, and (ii) entrant’s entry in this Raffle, and entrant will indemnify, defend and hold harmless Tintri and its subsidiaries and its and their respective directors, officers, agents, employees, vendors, and suppliers from and against any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to (a) entrant’s entry in the raffle, including, without limitation, the delivery of a Prize under the Raffle; (b) entrant’s obligation to pay all taxes, if any, associated with any Prize received by the entrant; (c) any claims of employment, consulting, retention, hiring and/or any entitlement related thereto (including but not limited to pension, CPF, insurance or other benefits) by entrant; or (d) entrant’s breach or non-compliance of these Terms and Conditions. The Prize provided under Raffle may be subject to taxes. Any and all taxes are the sole and personal responsibility of the recipient of any Prize provided under this Raffle.

8. General Conditions: Tintri may modify, suspend, cancel or terminate this Raffle at any time and without any liability. Any modifications to the Raffle will have immediate effect. Nothing in these Terms and Conditions shall in any way be construed to (i) constitute entrant as an agent, employee, or representative of Tintri or (ii) create a partnership, joint venture or employer-employee relationship between entrant and Tintri. Entrant agrees to conduct all business in a manner that, at all times (a) does not reflect negatively on Tintri or in any way harm Tintri’s reputation; (b) avoids unethical, illegal, misleading or deceptive practices; (c) does



not make or appear to make any warranties, representations or guarantees on behalf of Tintri or related to Tintri products or services; and (d) complies with all applicable laws and regulations. By entering in the Raffle, entrant hereby: (a) agrees bound by these Terms and Conditions, and the decisions of Tintri, which shall be final and binding; and (b) waives any right to claim ambiguity in the Raffle or these Terms and Conditions, except where prohibited by law. By entering in this Raffle, entrant consents that details (including personal data and the courses taken) of the entrant may be used by Tintri (and its appointed agents and partners) within ongoing media, social media and marketing campaigns for the purposes of promoting Tintri products/services without further approvals. Entrant agrees that Tintri has not made any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to this Raffle. All representations and warranties are hereby expressly disclaimed.

9. Data Privacy: The entrant understands and agrees that Tintri may, and entrant is granting Tintri consent to, use, store, and process entrant's name, image, video, and other personally identifiable information relating to entrant, to the extent necessary for the purposes of this Raffle and for promoting Tintri products/services. Tintri is entitled, but is not obligated, to make information concerning entrant's entry in this Raffle available to Tintri's employees, partners, contractors, suppliers, and subcontractors, and regulators; in writing or electronically. Entrant acknowledges that entrant has the sole responsibility for ensuring that entrant's information is accurate and that Tintri is kept aware of entrant's current relevant information. For the purposes hereof, "Agents" shall mean contractors, suppliers, and subcontractors. Entrant acknowledges and agrees that Tintri and its partners and agents may, as part of this Raffle (1) collect, access, retain, transfer, disclose, use, or destroy (collectively, "Process") entrant's image, video, and other personally identifiable information, including without limitation entrant's name, address, telephone number, and e-mail address (collectively, "Personal Data"), and (2) transfer such Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries, as necessary. Entrant warrants that any information that entrant provides in connection with this Raffle, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations. Entrant acknowledges and agrees that Tintri shall not be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Tintri.

10. Governing Law: This Raffle, and any Prizes provided, shall be governed by and interpreted in accordance with the laws of the State of California, USA except for its choice of law rules. All disputes arising out of or related to this Raffle shall be subject to the exclusive jurisdiction of the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California.

11. Limitation of Liability and Release: TO THE MAXIMUM EXTENT PERMITTED BY LAW, TINTRI AND ITS AFFILIATES, AGENTS, LICENSORS AND SUPPLIERS SHALL



Tintri

NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND REGARDLESS OF THE FORM OF THE ACTION, ARISING OUT OF THIS RAFFLE OR THESE RULES, EVEN IF TINTRI OR ITS AFFILIATES, AGENTS, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTION. ENTRANTS RELEASE AND HOLD HARMLESS TINTRI AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND AGENTS FROM ANY CLAIM ARISING OUT OF ENTRY IN THIS RAFFLE OR PRIZE RECEIPT OR USE.