Cyber Resilience Virtual Summit 2021 - Official Promotion Rules

1. **NO PURCHASE NECESSARY; ENTRY INSTRUCTIONS.** NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.

To enter the promotion, you may either (a) register for the Druva Cyber Resilience Virtual Summit 2021 (“Summit”) available at [https://www.druva.com/event/cyber-resilience-summit/](https://www.druva.com/event/cyber-resilience-summit/) between 12:01 AM Pacific Standard Time (“PST”) on September 22, 2021 and 11:59 PM PST on October 12, 2021 (“Promotion Period”) and attend the Summit on October 13, 2021 or (b) enter by emailing your name and address to: info@druva.com with the subject line “Cyber Resilience Virtual Summit 2021 Entry” during the Promotion Period. One entry per individual regardless of method of entry. Incomplete entries are void. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple or different email or addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

2. **PROMOTION PERIOD.** All entries must be received during the dates and times specified in the Promotion Period. Sponsor’s computer is the official time-keeping device for the promotion. Odds of winning the promotion depend on the number of eligible entries received during the Promotion Period.

3. **ELIGIBILITY.** To be eligible, participants must be (i) at least the age of majority in their jurisdiction of residence and (ii) a legal resident of the 50 United States, including Washington, D.C. Employees of Sponsor and its 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. This promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

4. **PRIZE.** There will be five (5) winners selected and five (5) prizes granted. One (1) winner will receive one (1) Apple AirPods Pro with the approximate retail value (“ARV”) of $250; one (1) winner will receive one (1) Amazon gift card with the ARV of $250; one winner (1) will receive one (1) GrubHub gift card with the ARV of $250; one (1) winner will receive one (1) Nintendo Switch with the ARV of $300; and one (1) winner will receive one (1) Samsung Galaxy Tab S6 128GB with the ARV of $350. The aggregate retail value of the prize(s) is approximately $1,400. All prizes are in U.S. Dollars. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Each winner is responsible for all taxes and fees associated with the receipt and/or use of the prize.

5. **DRAWING.** Winners will be selected by a random-chance drawing on or around October 13, 2021. The chances of winning depend upon the number of eligible entries received. Sponsor will notify winners by email, U.S. Mail at the address associated with each winner’s entry form, and/or by other means provided within the promotion materials within approximately ten (10) days following the drawing. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or any winner’s failure to adequately monitor any email account. Each winner must then respond to Sponsor within fifteen (15) days. Should a winner fail to respond to Sponsor, Sponsor reserves the right to disqualify that winner and select a new one in a second-chance random drawing. Winners may be required to sign and return an affidavit of eligibility, liability release, and a publicity release within seven (7) days following notification. By entering or accepting any prize, each winner allows Sponsor to use the winner’s name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the promotion constitutes participant’s consent to Sponsor’s use of participant’s name, likeness, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

6. **CONDITIONS OF PARTICIPATION.** By submitting an entry for this promotion, you agree to abide by these rules and any decision Sponsor makes regarding this promotion, which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor’s reasonable suspicion, tampers with Sponsor site, the entry process, intentionally submits more than a single entry, violates these rules, or acts in an unsportsmanlike or disruptive manner.
7. **DISCLAIMER, RELEASE, AND LIMIT OF LIABILITY.** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS 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 PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (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 PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) 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 PROMOTION 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 promotion, provided that if it is not possible to award another entry due to discontinuance of the promotion, or any part of it, for any reason, Sponsor, at its 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 event that production, technical, 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, unawarded, eligible prize claims.

8. **PRIVACY AND USE OF PROMOTION INFORMATION.** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at [https://www.druva.com/privacy-policy/](https://www.druva.com/privacy-policy/).

9. **GOVERNING LAW AND DISPUTES.** THESE OFFICIAL RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. **WINNERS’ LIST.** Individuals may request the name of the winners by submitting a self-addressed stamped envelope to: Druva Cyber Resilience Virtual Summit 2021 - Winner’s List Request at 800 W. California Avenue, Suite 100, Sunnyvale, CA 94086, United States. Such requests must be received no later than three months after the End Date. Vermont residents may omit postage.

11. **SPONSOR.** Sponsor of this promotion is Druva Inc. at 800 W. California Avenue, Suite 100, Sunnyvale, CA 94086, United States.