

## Moogsoft

### Wine & Wisdom with Phil & Friends aka Intelligent Observability Explained 2021

#### Giveaway Official Rules ("Official Rules")

**No purchase, payment, or consideration of any kind is necessary to enter or win this giveaway. A purchase or payment to Moogsoft will not affect Your chances of winning.**

1. **Description:** Moogsoft's giveaway (the "Giveaway") at the Wine & Wisdom with Phil & Friends 2021 aka Intelligent Observability Explained webinar series, described in further detail at: <https://www.moogsoft.com/webinars/wine-and-intelligent-observability>, is sponsored by Moogsoft, Inc. ("Moogsoft"). Moogsoft invites eligible individuals (individually, "You" or "Your," collectively "Entrants") to submit an entry to the Giveaway. Five (5) winners will be selected in a random drawing at the time specified below from all eligible entries received.

2. **Eligibility:** This Giveaway is open to You who are age 18 years or older at the time of entry but is not open to: (1) Moogsoft employees or internally contracted vendors of Moogsoft or its parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Giveaway; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Giveaway or acceptance of the prize(s). Additionally, this Giveaway is not open to individuals in the province of Quebec in Canada or residents of China, Cuba, Iran, Syria, North Korea, Ukraine, Russia, Myanmar (formerly Burma) and Sudan. This Giveaway is void in these countries and where otherwise prohibited or restricted by law.

3. **Giveaway Timeframe:** The Giveaway takes place at each of the 3 webinars described below (the "GiveawayPeriod"). Moogsoft is the only determinant for the purposes of a valid submission in the Giveaway and Moogsoft's clock is the official clock.

#### 4. How to Enter:

a. **By Attending the Webinar Live.** You will automatically be entered in the Giveaway if You attended one of the three (s) webinar(s) in the webinar series. Register for the one or all 3 webinar(s) here:

- A. <https://info.moogsoft.com/french-wine-wisdom-intelligent-observability.html>
- B. <https://info.moogsoft.com/italian-wine-wisdom-intelligent-observability.html>
- C. <https://info.moogsoft.com/nocal-wine-wisdom-intelligent-observability.html>

You will receive a confirmation email with a unique link to attend the webinar. Click through the attendee link which is unique to You and this will qualify you as an Entrant for the wine.com or amazon.com gift card.

b. **Publicity.** You may opt-out of allowing Moogsoft to use Your name and likeness in promotional materials regarding the Giveaway. The choice to opt-out will appear on the sign up or registration forms.

c. **Valid Entries.** For You to be entered into the Giveaway, You must attend the webinar as specified in Section 4(a). You understand and agree that submitting an entry or attending a webinar does not mean You will win the Giveaway. Incomplete entries may be disqualified. All entries submitted become the property of Moogsoft and will not be returned. Only one entry to the Giveaway is allowed for each Entrant regardless of how many webinars You attended or registered. If an entry has inaccurate information or is missing Your name or email address, such entries shall be void. In the event of a dispute as to the identity of an Entrant, the authorized account holder of

the email address used to enter will be deemed to be the Entrant. Potential Winner(s) may be required to show proof of being the authorized account holders. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

## **5. Drawing, Notification, Verification, Disqualification and Forfeiture, and Shipping:**

a. Drawing Time and Location. Giveaway winners (the “Winners”) will be selected on the following dates for each webinar (in a random drawing from among all the eligible entries received. The drawing will occur at Moogsoft’s offices located at 1160 Battery Street East, 1st Floor, San Francisco, CA 94111.):

- 1) Wednesday, April 7, 2021, at 1:00 p.m. Pacific Daylight Time for the webinar held on Wednesday, April 7, 2021,
- 2) Tuesday, April 27, 2021, at 1:00 p.m. Pacific Daylight Time for the webinar held on Tuesday, April 27, 2021,
- 3) And, Tuesday, May 25, 2021, at 1:00 p.m. Pacific Daylight Time for the webinar held on Tuesday, May 25, 2021.

b. Notification. Notification of the Winners shall occur on or before 5:00 p.m. Pacific Daylight Time on each Drawing Date. It is Your sole responsibility to ensure that Your contact information is correct at the time of entry. Moogsoft will not be able to change or update contact information once an entry is made.

c. Disqualification and Forfeiture. Without limitation, the Winner may be disqualified with any Prize forfeited due to any of the following: (i) the Winner fails to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules; (ii) the Winner is found to be ineligible; (iii) the return of two attempted email notifications as undeliverable; (iv) the return of any other notice as undeliverable; or (v) Moogsoft finds or believes that the Winner has been tampering with the entry process or the operation of the Giveaway or otherwise violated these Official Rules or in an unsportsmanlike or disruptive manner. In the event of disqualification pursuant to this Section 5(c), the Prize will be awarded to an alternate Winner selected at random from the remaining eligible Entrants.

d. Shipping. Prizes will be emailed to the email addresses provided by the Winner within three (3) days after the applicable drawing.

## **6. Prize and Approximate Retail Value:**

Five (5) Winners will win one (1) Wine.com or one (1) Amazon.com gift card (the “Prize”), at Winner’s choice, per Winner, with an approximate retail value (“ARV”) of U.S. Dollars \$100. Moogsoft reserves the right to substitute products of similar value at its sole discretion. The Prizes are not transferable. The Prizes are limited to that specified above; all other unspecified costs, fees, and expenses associated with the award, receipt, and use are solely the responsibility of the Winner. All country, federal, state, and local taxes on a Prize are the sole responsibility of the Winner.

7. **Publicity:** Unless You have opted-out of allowing Moogsoft to use Your name, likeness, or other information that You have provided to Moogsoft pursuant to Section 4(b) (the “Publicity Information”), Moogsoft may use Your Publicity Information in any manner or media without notice, additional permission, or compensation, except where prohibited by law.

8. **Agreement to Official Rules and Decisions:** By submitting an entry, You fully and unconditionally agree to abide by and be bound by the terms and conditions of these Official Rules and the decisions of Moogsoft. Moogsoft’s decisions shall be final and binding on all matters concerning the Giveaway, including without limitation decisions regarding eligibility, the selection of Winner(s), and the

interpretation of these Official Rules.

**9. Warranty Disclaimer:** All Prizes are awarded “as is, where is,” without warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or suitability for a particular purpose. Notwithstanding the foregoing provision, the Prizes may be covered by a warranty offered by their manufacturer, and may be eligible for extended warranty coverage that, if desired, must be purchased by the Winner or the subsequent owner of the Prize.

**10. Modification, Termination, Disqualification, Malicious Activities:**

a. Modification. Moogsoft reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway. Except as otherwise expressly provided in these Official Rules, any use of automatic, programmed, or like methods of entry (*e.g.*, bots or scripts) will void all submissions by such methods.

b. Termination. Moogsoft reserves the right, in its sole discretion, to terminate, modify, or suspend the Promotion if, in Moogsoft’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if any factor beyond Moogsoft’s reasonable control – including but not limited to viruses, bugs, unauthorized intervention, fraud, and technical difficulties or failures – corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway.

c. Malicious Activities. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws, and, should such an attempt be made, Moogsoft reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**11. Indemnification:** By submitting an entry, You agree to release, discharge, indemnify, and hold harmless Moogsoft, together with its affiliates and marketing firms, and their respective directors, officers, employees, shareholders, and agents (collectively, “Moogsoft Parties”), from and against any liability, injury, death, loss, or damages to You or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of Your participation in the Giveaway (or related activities), their acceptance, possession, or use/misuse of a Prize, or from any delay in receiving any Prize. Your obligation to indemnify Moogsoft include actions arising (a) from any allegation that any entry or any related content infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party, or (b) from any other violation of these Official Rules. By submitting an entry, You agree that You have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against any Moogsoft Party in connection with this Giveaway. You acknowledge and agree that no Moogsoft Party has now, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in related content.

**12. Limitation of Liability:** Moogsoft is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Giveaway; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Giveaway or the processing of entries. You agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys’ fees; and You waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out of pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

13. **Governing Law:** You agree that all disputes, claims, and causes of action arising out of or connected with the Giveaway or any Prizes awarded shall be governed in all respects by the laws of the State of California without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be only in the state or federal courts located in San Francisco County, California, without waiver of any right of Moogsoft to removal pursuant to 18 U.S.C. §§ 1441, et seq.

14. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. **Waiver.** Moogsoft's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

16. **Privacy:** Information Moogsoft collects from You may be used by Moogsoft, Inc. for the purpose of facilitating the Giveaway and publishing the Winner (unless You opt-out pursuant to Section 4(c)) as well as for other purposes consistent with our privacy policy <https://www.moogsoft.com/legal-information/moogsoft-website-privacy-policy/>.

17. **Winner(s) List:** To obtain the list of Winner(s) (available one month after the drawing), You may email a request to [programs@moogsoft.com](mailto:programs@moogsoft.com). You agree to keep any list of Winner(s) that we provide to You confidential and not to disclose it to any third party without our written permission, which may be withheld in our sole discretion.

18. **Sponsor:** Moogsoft, Inc., 1160 Battery Street East, 1st Floor, San Francisco, CA 94111.