

Moogsoft

DevOps.Js March 29-30, 2021

Sweepstakes Rules (“Official Rules”)

No purchase, payment, or consideration of any kind is necessary to enter or win this promotion. A purchase or payment to Moogsoft or the DevOps.Js organizers will not affect Your chances of winning.

1. **Description:** Moogsoft’s sweepstakes (the “Promotion”) at the DevOps.Js (March 29-30, 2021), described in further detail at: <https://info.moogsoft.com/devopsjs-mar21-giveaway.html>, is sponsored by Moogsoft, Inc. (“Moogsoft”). Moogsoft invites eligible individuals (individually, “You” or “Your,” collectively “Entrants”) to submit an entry to the Promotion. One (1) winner will be selected in a random drawing from all eligible entries received. The Promotion is subject to all applicable laws and regulations and is void where prohibited.

2. **Eligibility:** The Promotion is only open to legal residents of the United States as of the date of entry. The Promotion is not open to any employee of a current Moogsoft customer or any employee of a competitor of Moogsoft. In addition, the Promotion is not open to any agent/contractor/student/employee of Moogsoft or its affiliates or marketing firms, or to any immediate family or household member of those individuals.

3. **Promotion Timeframe:** The Promotion entry period begins on Monday, March 29, 2021, at 7:00 a.m. Pacific Daylight Time and ends on Wednesday, March 31, 2021, at 5:00 p.m. Pacific Daylight Time (the “Promotion Period”). Moogsoft is the only determinant for the purposes of a valid submission in the Promotion and Moogsoft’s clock is the official clock.

4. How to Enter:

a. **By Signing Up for a Free Trial of the Moogsoft Observability Platform.** You will automatically be entered in the Promotion if You visit <https://info.moogsoft.com/devopsjs-mar21-giveaway.html> during the Promotion Period and follow the directions for Promotion entry, which includes (i) signing up for a free trial of the Moogsoft Observability Platform, (ii) deploying the collector, and (iii) connecting an integration platform.

b. **By Signing Up on the Moogsoft Website.** You may submit an entry for the Promotion by visiting https://www.moogsoft.com/request-trial-express/?utm_source=devopsjs&utm_medium=event&utm_campaign=7013V0000009fwb. On that form, You will be asked to enter Your first and last name, organization, email address.

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

d. **Valid Entries.** For You to be entered into the Promotion, the You must either sign up for a free trial of the Moogsoft Observability Platform as specified in Section 4(a) or complete an online entry form as specified in Section 4(b). All entries must be received by the Moogsoft during the Promotion Period. You understand and agree that submitting an entry does not mean You will win the Promotion. Incomplete entries may be disqualified. All entries submitted become the property of

Moogsoft and will not be returned. Only one entry to the Promotion is allowed for each Entrant. 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 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. Promotion winner (the “Winner”) will be selected on Wednesday, April 14, 2021, at 10:00 a.m. Pacific Daylight Time, 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.

b. Notification. Notification of the Winner shall occur on or before 5:00 p.m. Pacific Daylight Time on April 14, 2021. It is Your sole responsibility to ensure that Your contact information is correct at time of entry. Moogsoft will not be able to change or update contact information once an entry is made.

c. Verification. The Winner must verify their identity and shipping information on or before 5:00 p.m., Pacific Daylight Time, on Tuesday, April 20, 2021.

d. 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 Winner fails to verify their identity and shipping information pursuant to Section 5(c); (iv) the return of two attempted email notifications as undeliverable; (v) the Winner fails to respond to any other notice within three business days after its transmission or mailing; (vi) the return of any other notice as undeliverable; or (vii) Moogsoft finds or believes that the Winner has been tampering with the entry process or the operation of the Promotion or otherwise violated these Official Rules or in an unsportsmanlike or disruptive manner. In the event of disqualification pursuant to this Section 5(d), the Prize will be awarded to an alternate Winner selected at random from the remaining eligible Entrants.

e. Shipping. Prizes will be shipped to the address provided via UPS Ground on or before May 21, 2021.

6. Prize and Approximate Retail Value:

The Winner will win one Apple iPad (10.2 inch) (the “Prize”), with an approximate retail value (“ARV”) of \$429. The specific model shall be subject to product availability. Moogsoft reserves the right to substitute products of similar value in 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 federal, state, and local taxes on a Prize are the sole responsibility of the Winner. It may take up to eight weeks to deliver the Prize from the date of receipt of the Winner’s verification pursuant to Section 5(c).

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(c) (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 Promotion, 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 Promotion. 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 Promotion, 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 Promotion.

c. Malicious Activities. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion 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 Promotion (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 Promotion. 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 Promotion; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Promotion 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 Promotion 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 Promotion 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 Promotion 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. 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.