

## **NVIDIA GTC21 Giveaway (“Giveaway”) Official Rules (“Rules”)**

### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN OPEN ONLY TO ELIGIBLE NATURAL PERSONS AS DEFINED IN SECTION 2 BELOW**

**1. Sponsor.** NetApp Inc. (**NetApp**).

#### **2. Eligibility**

- 2.1. The Giveaway is open to natural persons who are eighteen (18) years of age or older at the time of entry and satisfy the following requirements: Participant must be registered attendees of NVIDIA GTC21 (“**Participant**”). Employees of the Sponsor are not eligible to participate.
- 2.2. Government officials or employees of state-owned entities are not eligible to enter or win.
- 2.3. All eligibility requirements must be met in order to claim a Prize.
- 2.4. In case of invitations to participate in the Giveaway, such invitations are non-transferable and may not be responded to by any person other than the Participant(s). NetApp reserves the right to reject any participation response from anyone other than the listed Participant on the invitation.
- 2.5. No purchase or payment necessary to enter or win.

**3. Entry Period.** Entries must be submitted and fully completed between April 12, 2021 at 9am local time and May 14, 2021 at 5pm local time.

#### **4. How to enter.**

- 4.1. To enter the Giveaway, a Participant must do the following during the Entry Period: Be one of the first 150 attendees to visit and register on the NetApp NVIDIA GTC21 landing page (“**Entries**”).
- 4.2. All Entries become NetApp’s property. Entries received after the Entry Period will be declared invalid.
- 4.3. Your entry is a confirmation that acceptance of the Prizes does not violate your employer’s rules regarding the acceptance of gifts.
- 4.4. You may not enter more times than allowed by the Rules by using multiple email addresses, identities or devices in an attempt to circumvent the Rules. If NetApp suspects tampering or has evidence of actual tampering or technological corruption, NetApp reserves the right to void any suspect Entries. Any attempt by you to undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and, should such an attempt be made, NetApp reserves the right to seek damages from you and to seek other remedies to the fullest extent permitted by law.
- 4.5. NetApp is not responsible for lost, late, delayed, damaged, misdirected, stolen, unintelligible, incomplete, void, and/or corrupted Entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry including among others telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties; errors in transmission; or any condition caused by events beyond NetApp’s control that may affect the Giveaway.

#### **5. Determination and notification of the Winner**

- 5.1. A winner is any Participant who completes the above-mentioned registration on the NetApp NVIDIA GTC21 site and is one of the first 150 people to fully complete the requirements. (“**Winner**”).
- 5.2. Odds of winning a Prize depend on the number of valid Entries.
- 5.3. Upon NetApp request, Winners must provide NetApp with proof that he/she is the authorized account holder of the email address or another identifying account or number associated with the winning entry and that all eligibility requirements are met. All information provided by you to NetApp for the Giveaway must be truthful, complete, accurate and in no way misleading. NetApp reserves the right in its sole discretion to disqualify any Participant if such Participant supplies untruthful, incomplete, inaccurate or misleading information.
- 5.4. Winners will be notified after the Entry Period in person or via the contact information from the Entry and the Prize will be awarded at the event or sent post event respectively as the case may be.

5.5. Failure to claim a Prize will result in forfeiture of the Prize and an alternate Winner may be selected. If a Winner is unable to accept the Prize or any portion of the Prize for any reason, NetApp has no obligation to such Winner.

## **6. Prize**

6.1. NetApp will award each of the 150 Winners with one (1) of the following: One (1) \$50 Amazon Gift Card with an approximate retail value of \$50 USD. ("**Prize**").

6.2. The Rules allow and limit one (1) Entries and one (1) Prize per Participant. Prizes are limited while supplies last.

6.3. The Prize is offered and must be accepted "*as is*" without warranty of any kind. NetApp will not replace any lost or stolen Prize.

6.4. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of the Prize and approximate retail value specified in the Rules and any surplus will not be awarded.

6.5. No substitution, assignment, transfer, or cash redemption of any Prize is allowed by the Winners. NetApp reserves the right to substitute a Prize with another Prize of equal or greater value should the advertised Prize become unavailable for any reason. Any costs or expenses associated with claiming or redeeming any Prize will be the sole responsibility of Winner(s). The Winners are solely responsible for all applicable national, federal, state, provincial and local taxes; all national, federal, state, provincial and local laws apply.

**7. Personal Data and Privacy.** Any data you communicate to NetApp during the Giveaway may only be used by NetApp or transferred to third parties pursuant to NetApp's Privacy Policy published at <http://www.netapp.com/us/site/privacy.html>. NetApp is going to use your data for the purpose of managing the Giveaway, and to provide you with information related to NetApp products, services and events. You may unsubscribe or opt out of receiving information from NetApp at any time by following NetApp's Privacy Policy.

**8. NetApp brand.** The names and logos identifying NetApp® products and services are trademarks or registered trademarks of NetApp, Inc. Other company and product names may be trademarks of their respective owners. A current list of NetApp trademarks is available on the web at <http://www.netapp.com/TM>.

## **9. Miscellaneous**

9.1. The Giveaway is governed by the Rules. You fully and unconditionally agree to be bound by the Rules. The Giveaway results are final in all respects. All decisions regarding the Giveaway, including among others the selection of the Winners, are made by NetApp, whose decisions are final and binding.

9.2. Each Participant agrees to release and hold NetApp harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Giveaway or resulting from acceptance, possession, or use of any Prize, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation, misappropriation of likeness, or invasion of privacy. Participants agree that NetApp has no liability whatsoever for any deficiency or malfunctioning of any Prize, for any damage incurred from use or participation of the Prize, or from participation in the Giveaway.

9.3. NetApp in its sole discretion reserves the right to change, alter, or amend the Rules or terminate the Giveaway, to provide fair administration of the Giveaway and to comply with law.

9.4. The Rules are construed pursuant to the laws of (a) the non-US country in which NetApp is registered excluding its conflicts of law provisions if the Participant is a national of the same country; or (b) the State of California, United States, excluding its conflicts of law provisions in all other cases. To the extent permitted by law, the exclusive jurisdiction and venue for any claims, actions, or proceedings relating to the Giveaway shall be the state and federal courts located in Santa Clara County, California.

9.5. If any provision of the Rules is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable, any other part of the Rules.