

Red Hat Bank
Official Terms and Conditions

NO PURCHASE NECESSARY.

GIFT ACCEPTANCE CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL TERMS
AND CONDITIONS.

1. *TERM.* The Promotion will begin on September 2, 2021 Eastern Daylight Time (“EDT”) and will run until September 23, 2021 EDT (“Promotion Period”).
2. *ELIGIBILITY.* To be eligible to receive a Gift, at the time of entry you must: (i) have access to the Internet and a valid email address; and provide your shipping address. Visit the Event registration page at <https://events.redhat.com/profile/form/index.cfm?PKformID=0x448154abcd> and request a Gift by completing the registration form during the Promotional Period (“Gift Request”).
3. *HOW TO RECEIVE A GIFT.* NO PURCHASE NECESSARY. *ELIGIBILITY.* To be eligible to receive a Gift, at the time of entry you must: (i) have access to the Internet and a valid email address; and provide your shipping address. Request a Gift by completing all the required fields of the registration page, including providing your full name and email address (“Gift Request”). Your Red Hat sales representative will send your gift within five (5) business days of receiving your registration submission.

LIMIT ONE (1) GIFT REQUEST PER customer. Subsequent Gift Requests will be ignored. Incomplete, illegible, corrupted, or untimely Gift Requests are void and will be disqualified. Red Hat and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible Gift Requests; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Gift Requests will be deemed made by the authorized account holder of the email address used to submit the Gift Request. 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.

4. *PROMOTIONAL GIFTS.* All eligible customers may request to receive one (1) New Year appreciation gift with an Approximate Retail Value (“ARV”) of \$50 USD. **LIMIT – ONE (1) GIFT PER customer. The Gifts are subject to availability and while supplies last.** Sponsor reserves the right to substitute a gift of equal or greater value. No transfer, substitution, assignment or cash redemption of Gifts is permitted. Gifts will be delivered to customer in the mail. customer is solely responsible for any expenses, including payment of any taxes, if any, arising out of, or resulting from, acceptance or use of a Gift. Sponsor will not replace any lost or stolen Gifts. ALL GIFTS SHALL BE ACCEPTED ON AN “AS IS” BASIS AND FOR WHICH SPONSOR MAKES NO WARRANTIES OR

REPRESENTATIONS NOR ACCEPTS ANY RESPONSIBILITY. The Total ARV of all Gifts is \$25 USD.

Any trademarks associated with the Gifts awarded under this Promotion are registered or unregistered trademarks of their owners, who are not affiliated with nor have endorsed this Promotion. Gifts awarded under this Promotion may be subject to restrictions and licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The Gift recipient shall bear all responsibility for use of such Gift in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance.

5. *GENERAL TERMS.* The following terms and conditions apply to each customer:

By participating in the Promotion, you agree to comply with and be bound by these Terms and Conditions and be bound by the decisions of Sponsor, which shall be final. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the operation of the Promotion or the Website; (b) violating these Official Terms and Conditions; or (c) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion without notice. By participating, customer releases and holds harmless Sponsor, its affiliated, parent, and subsidiary companies, its employees, agents and officers, advertising and promotion agencies, as well as all others associated with the development and execution of the Promotion, from and against any and all liability with respect to or in any way arising from the Promotion.

By providing an email, customer agrees to be bound by these terms and that the decisions of the Sponsor are final on all matters relating to the Promotion. customers will be asked to provide personal information to enter the Promotion, which will be transferred to servers located in the United States. By entering the Promotion, you consent to transfer of your personal information and to the terms of the Sponsor's privacy policy located at www.redhat.com/legal/privacy_statement.html. If you wish to opt out of receiving further communications from Sponsor or have other questions regarding Sponsor's privacy policy, please contact Sponsor at Red Hat, Inc., 100 East Davie Street, Raleigh, NC 27601, Attn: Newsletters.

By accepting a Gift, you grant Sponsor and its agencies the unrestricted right, in their collective or individual discretion, to publish your full name, hometown, likeness, photograph, statements, or Gift information for advertising and publicity purposes worldwide without limitation and without additional compensation or notice to you, except where prohibited by law.

In the event the Promotion is not capable of running as planned as the result of bugs, virus, non-authorized human intervention, tampering, technical failures, fraud, or other causes beyond the reasonable control of Sponsor that corrupts or impairs the administration, security, fairness, integrity or proper operation of the Promotion, Sponsor reserves the right in its sole discretion to cancel, suspend, modify or terminate the

Promotion. Should the Promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award Gifts based on the Gift Requests received before the termination date. Any attempt to deliberately damage the content or operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

The Promotion is subject to all federal, state, and local laws and is governed by and construed in accordance with the laws of the State of North Carolina (U.S.), without regard to its conflict of law provisions.

6. *SPONSOR*. Red Hat, Inc. ("Sponsor"), located at 100 East Davie Street, Raleigh, North Carolina 27601, is the operator of the Promotion and is solely responsible for the fulfillment of all Gifts.