

# **Red Hat Booth Drawing at Energy HPC Conference 2022**

## **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED.**

**ENTRY INTO THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.**

**MUST BE PRESENT TO WIN.**

**1. ELIGIBILITY.** To be eligible to enter the Red Hat Booth Drawing at Energy HPC Conference 2022 ("Promotion"), participant must be above the age of majority at the time of entry and must register for and attend the 2022 Energy HPC Conference ("Event") taking place March 1-3, 2022 at the Rice University BRC Building in Houston, TX (registration/Event info: <https://energyhpc.rice.edu/>) ("Participant"). Employees and contractors of Red Hat, Inc. and each of its respective affiliated companies, subsidiaries, advertising or promotional agencies, and other agents, and the immediate family members of, and any persons domiciled with, such employees and contractors are not eligible to enter. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a Prize. You further warrant that your actions do not violate your employer's or company's policies and procedures. **Government employees and contractors are not eligible to enter.**

**2. ENTRY.** NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. The Promotion will be held during the Event and will take place from March 1, 2022 at 8:00 a.m. Central Standard Time ("CST") to March 3, 2022 at 5:00PM CST (the "Promotion Period") at the Rice University BRC Building in Houston, TX. To enter, Participant must visit the Red Hat Booth during the Promotion Period and complete an entry form ("Entry"). Entry must include Participant's name, employer/company name, email address, phone number.

**LIMIT: One (1) Entry per Participant.** All Entries become the property of Sponsor and will not be acknowledged or returned. Only eligible Entries actually received by Sponsor within the Promotion Period will be included in the Prize Drawing. Sponsor will not be responsible for Entries that are in whole or part illegible, incomplete, damaged, altered, counterfeit, manipulated or obtained through fraud or lost, late, misdirected, mutilated, incomplete, or illegible entries or email, or for any computer-related, online, telephonic, or technical malfunctions that may occur whether or not within Sponsor's control and such Entries are void. Sponsor reserves the right, in its sole discretion, to disqualify any Entry not in compliance with these Official Rules.

**3. SELECTION OF WINNER.** On or about March 4, 2022, Sponsor will conduct one (1) random drawing ("Prize Drawing") to select three (3) potential winners from the pool of eligible Entries received during the Promotion Period.

On or about March 7, 2022, Sponsor will notify each potential winner via email ("Prize Notification"). Potential winner must confirm his or her acceptance of the Prize by emailing a response to the Prize Notification ("Response"). Response must be sent

within 7 days after the Prize Notification is sent. Response must include the mailing address to which potential winner would like the Prize delivered. If the potential winner does not send a Response within seven (7) days after the first attempt to contact him/her, or if the Prize Notification is returned as undeliverable, that potential winner will be deemed to have forfeited the Prize, and Sponsor will select an alternate potential winner in his/her place at random from all remaining eligible Entries until all Prizes have been awarded. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules. Noncompliance with the foregoing, or failure to abide by these Official Rules, may result in disqualification and naming of an alternate potential winner. Sponsor and its affiliates, subsidiaries, employees, agents, officers and directors, advertising and promotion agencies, and their respective officers, directors, employees and their respective agents will not be liable for unsuccessful efforts to notify the potential winner. Limit one Prize per person, family or household.

**4. PRIZES AND ODDS.** Each Participant whose Entry is drawn at random in the Prize Drawing will receive one (1) pair of JBL Live 460NC Wireless Adaptive Noise Cancelling Headphones ("Prize") with an Approximate Retail Value ("ARV") of \$100 USD. The total ARV of all Prizes awarded is \$300 USD.

Prize is subject to availability and Sponsor reserves the right to substitute a prize of equal or greater value. Odds of winning depend on the number of eligible Entries received. Prize may not be redeemed for cash value and may not be transferred or assigned, except by Sponsor. The Prize consists of only those items specifically listed as part of the Prize. Prize will be shipped to Winner via FedEx within approximately two (2) weeks after Response is received by Sponsor. Sponsor will not replace Prize if lost or stolen. Prize is awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. Expenses not specifically stated above, together with the reporting and payment of all applicable taxes, fees, duties, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of the Prize, are the sole responsibility of the Winner. Restrictions, conditions, and limitations apply.

Any trademarks associated with the Prize awarded under this Promotion are registered or unregistered trademarks of their owners, who are not affiliated nor have endorsed this Promotion. The Prize 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 Winner shall bear all responsibility for use of such Prize in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance.

**5. CONDITION OF PARTICIPATION.** By entering the Promotion, Participants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor or its agents. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Promotion as solely determined by Sponsor.

Winner may be asked to participate in publicity. Except where prohibited by law, Winner's acceptance of a Prize constitutes permission for Sponsor to use such Winner's name, address (city and state only), statements, photograph, voice and/or likeness for any advertising and promotional purposes relating to the Promotion, in any media now

known or hereafter devised, without further notice, compensation, consideration, review or consent and without regard to moral rights.

**6. COMPROMISE OF PROMOTION.** 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 Prizes based on the Entries received before the termination date.

**7. LIMITATIONS OF LIABILITY.** By entering the Promotion, Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any Prizes awarded, shall be resolved individually without resort to any form of class action, and Participant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any 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 (3) under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; or theft, destruction of, alteration or unauthorized access to Promotion Entries. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or announcement of the Winners.

**8. GENERAL RELEASE.** By entering the Promotion, Participants release and hold harmless Sponsor, any other promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Promotion or with the acceptance, possession or use of any Prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

**9. PRIVACY.** Participants 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 [redhat.com/en/about/privacy-policy](https://redhat.com/en/about/privacy-policy). 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 [privacy@redhat.com](mailto:privacy@redhat.com).

**10. GOVERNING LAW.** The Promotion is subject to all federal, state, and local laws. The Promotion and Official Terms are governed and interpreted by the laws of the State of North Carolina (U.S.), without regard to its conflict of law provisions.

**11. OFFICIAL RULES / LIST OF WINNERS.** For a copy of these Official Rules or the Winners List (available after March 4, 2022), send your request to [rkimberl@redhat.com](mailto:rkimberl@redhat.com) no later than September 4, 2022.

**12. SPONSOR.** Red Hat, Inc. ("Red Hat"), located at 100 E. Davie Street, Raleigh, NC 27601, is the sponsor of the Promotion ("Sponsor").