# Red Hat Booth Drawing at Texas Linux Festival 2024

## **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 Texas Linux Festival 2024 ("Promotion"), participant must be above the age of majority at the time of entry and must register for and attend Texas Linux Festival 2024 ("Event") taking place April 12–13, 2024 at the Palmer Events Center in Austin, TX (Registration/Event info available at: https://2024.texaslinuxfest.org/) ("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 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 officials, employees or representatives of government entities, candidates for public office, and employees of state-owned enterprises are not eligible to enter.** Government entities include government agencies, departments, branches, instrumentalities, and public enterprises whether national, regional or local. Government entities can also include:

- Government-owned or controlled schools, hospitals, utilities and other organizations that provide public services;
- Public international organizations, such as the United Nations or World Health Organization; or
- Entities that procure under public procurement laws and regulations.

A state-owned enterprise is any other type of entity not mentioned above that is owned, controlled, organized, or sponsored by a government entity or government official.

**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 April 12, 2024 at 8:30 a.m. Central Daylight Time ("CDT") to April 13, 2024 at 3:00 p.m. CDT (the "Promotion Period") at the Palmer Events Center in Austin, TX. To enter, Participant must visit the Red Hat booth or the RHEL Security workshop, scan the entry form QR code, and then complete all the required fields on the entry form on their mobile device ("Entry").

**LIMIT: One (1) Entry per Participant.** Subsequent Entries will be disqualified. All Entries become the property of Sponsor and will not be acknowledged or returned. Only eligible Entries actually received by Sponsor within the Promotional Period will be included in the Prize Drawing. Use of automated entries or programs or entries submitted by third parties is prohibited and such entries will be disqualified. Sponsor will not be responsible for any computer related, online, telephonic, or technical malfunctions that may occur whether or not within Sponsor's control and such Entries are void. In the event of a dispute, an Entry will be deemed to have been submitted by the owner of the email account entered on the Entry. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. Any questions regarding the number of Entries submitted, or the owner of an email account, shall be determined by Sponsor, in its sole discretion, and Sponsor reserves the right to disqualify any Entries by persons determined to be tampering with or abusing any aspect of the Promotion. Normal Internet, phone, and usage charges imposed by your online or phone service may apply. 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 April 13, 2024 at 3:00 p.m. CDT, Sponsor will conduct one (1) random drawing ("Prize Drawing") to select one (1) potential winner from the pool of eligible Entries received during the Promotion Period. The Prize Drawing will be held at the Red Hat booth. The potential winner will be notified immediately after the Prize Drawing and will receive his or her Prize at that time. **Must be present to win.** If the potential winner does not claim the Prize, declines the Prize, does not meet the eligibility requirements of the Promotion, fails to abide by these Official Rules, is an employee of an entity that has a policy that prohibits the awarding of a prize to an employee, or is a government employee or contractor, then such potential winner will be disqualified and an alternate potential winner will be randomly selected from all remaining eligible Entries. 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.

**4. PRIZES AND ODDS.** The Participant whose Entry is drawn at random in the Prize Drawing will receive one (1) Nextmug temperature-controlled self-heating coffee mug ("Prize") with an Approximate Retail Value ("ARV") of \$130 USD. The total ARV of all Prizes awarded is \$130 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. 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 Winner.

**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. The terms of the Sponsor's privacy policy located at <u>www.redhat.com/en/about/privacy-policy</u> apply to the collection, use and processing of your personal data. 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 <u>privacy@redhat.com</u>.

**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 April 13, 2024), send your request to <u>lleibel@redhat.com</u> no later than October 13, 2024.

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