



## VMworld 2021

### TERMS & CONDITIONS

1. This VMworld 2021 Contest ("**Contest**") is open only to registered attendees of VMworld 2020 ("Event") to be held on 5-7 October 2021, subject to such attendees being residents of India (each, a "**Participant**")
2. Employees of VMware, Inc., VMware International Unlimited Company, VMware Software India Private Limited and their affiliates (collectively, "**VMware**"), VMware's partners and companies associated with this Contest, including their immediate families, are ineligible to enter. Participants from the public sector (government) may enter but are subject to, among others, **Section 25** below.
3. The promoter of this Contest is VMware Software India Private Limited ("**Promoter**").
4. This contest runs from 01 August 2021 & 18:30 IST, including time zone to 31 October 2021 & 18.30 IST ("**Contest Period**").
5. No purchase of goods, services or licenses is required to participate in the Contest.
6. To participate in the Contest, the Participant must:
  - (i) Be at least 21 years of age.
  - (ii) Accept and comply with these terms and conditions as well as any other requirements set out in the promotional materials, if any, (collectively, the "**Terms**").
  - (iii) Complete and submit the Contest entry form and Contest survey form (including, where applicable, providing a written response to the question(s) therein) to the Promoter ("**Submission**").
  - (iv) Registered to attend the Event (VMworld 2021 between 5-7 October).
7. A Submission shall only be deemed complete once it has been received by the Promoter within the Contest Period in accordance with the Terms herein. The Promoter accepts no responsibility for late, incorrect or incomplete Submissions or Submissions which are not received for any reason including as a result of any technical delay, failure or defect.
8. Each Participant may only submit one (1) Submission for the Contest. Participants who submit multiple Submissions will be disqualified.
9. Participants found tampering with or abusing any aspect of the Contest, as solely determined by the Promoter, will be disqualified.
10. Submissions which contain obscene, provocative or otherwise objectionable content will be rejected. The Promoter retains the right and sole discretion to determine what constitutes content which is obscene, provocative or objectionable.
11. By entering this Contest and submitting the Submission to the Promoter, the Participant agrees and acknowledges the following:

- (i) All Submissions become the property of the Promoter.
- (ii) By submitting a Submission, Participants irrevocably assign any intellectual property rights they may have in the content of their Submission (including their response to the question(s) therein) and consent to waive any moral rights they may have therein.
- (iii) At the Promoter's request, the Participant must execute all documents and do all acts required to give effect to, perfect and/or record such assignment. When the Participant assigns its rights in the Submission to the Promoter, the Participant no longer owns the Submission or has any rights over the same, and the Promoter becomes the owner of the Submission and therefore has all the rights of an owner to deal with the Submission in any manner as it deems fit, without having to seek permission from the Participant or anyone else.
- (iv) The Promoter may use the Submission (or any part thereof) for display on its website(s) or any other publicly accessible materials including social media, brochures and related documentation.
- (v) The Promoter may use the Submission (or any part thereof) for any purpose, at any time, without any fee or compensation whatsoever to the Participant or any third party.
- (vi) The Promoter may reject, delete or modify the Submission (or any part thereof) without prior notice or liability, and for any reason whatsoever.
- (vii) The Participant agrees to receive marketing material and related communication from VMware, VMware's partners and companies associated with this Contest.
- (viii) Entry into this Contest shall be deemed to be acceptance of these Terms.

## Judging

- 12. Submissions which do not meet the Terms herein, as determined at VMware's sole discretion, may be rejected without notice or liability to the Participant.
- 13. There shall only be Ten (10) winners for the Contest ("**Winner**") and the Winner will be selected by the Promoter's panel of judges on or before 30 November 2021, 11 AM IST based on, among others, the written response to the question(s) in the Submission.
- 14. The Winner will be announced on the Promoter's during the VMware Virtual Day on the virtual platform.
- 15. The Winner will be contacted via the e-mail address provided in the Submission. In the event that the Promoter (having used its reasonable efforts to do so) is unable to contact the Winner within a reasonable period of notification then the Promoter reserves the sole right (without liability whatsoever) to select another winner.

## Prize

- 16. The Winner may receive any of the following prize within a retail value not exceeding USD 300 which may include but not be limited to any of the following - ("**Prize**"):

- a. Apple Home Pod
  - b. Bose Sports Earbuds
  - c. Branded Smart Watch
  - d. Mobile phone
  - e. Google Home
  - f. Amazon Echo Dot
  - g. Branded Jacket
  - h. Branded headphones
  - i. Tech. gadgets
17. The Prize is not transferable and cannot be taken as cash. In the event that the Promoter is unable to supply the Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value.
  18. Postage and shipping of the Prize to the Participant's address specified in the Submission will be provided by the Promoter. No ancillary products or services in connection with the Prize are included as part of the Prize. The Promoter shall not be responsible for any loss and/or damage to the Prize sustained in the course of delivery.
  19. Delivery of the Prize will be made as soon as possible, but is subject to availability of the Prize. The Promoter will use reasonable efforts to ship the Prize to the Winner within thirty (30) days of the Winner being determined and notified as above.
  20. The Promoter will not be liable if the Prize fails to reach the Winner due to the Winner's provision of inaccurate or incomplete contact information in the Submission.

## **General**

21. All taxes, levies, charges of whatsoever nature in relation to the Prize whether imposed by the federal, state and/or local government bodies, if any, shall be borne by the Winner.
22. It is the Winner's responsibility to ensure that acceptance of this Prize does not violate any laws or regulations of any kind, including but not limited to any conflict of interest, or gift policies in effect at the Winner's company or organization of employment, or public office. If the Winner is not authorized by its employing company or organization to receive the Prize, the Promoter shall request the Winner to appoint a charity of choice so that the Prize can be donated directly to that charity on the Winner's behalf. Should the Winner not respond or satisfy these requirements, the Promoter reserves the right and sole discretion (without liability) to select and award the Prize to another winner.
23. The Promoter reserves the right to withdraw, delay or modify this Contest (including the Terms herein) in part or full, without prior notice or liability whatsoever.
24. The Participant further agrees to the following:
  - (i) The Participant releases and agrees to hold harmless VMware and its directors, officers, employees, contractors, vendors and agents, from any and all claims, demands, actions, liability, losses or damages, costs and expenses of any kind, whether to person or property or direct or indirect, with respect to the conduct of, or the Participant's participation in the Contest and/or caused by or resulting from the Participant's acceptance, possession, use, misuse or non-use of the Prize (where applicable).

- (ii) To the maximum extent provided by applicable law, and notwithstanding anything to the contrary, this Contest and the Prize are each made available on an "AS IS" basis without any warranty from VMware. VMware disclaims all warranties in relation to this Contest and the Prize including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, as well as any express warranties provided elsewhere in relation to this Contest and the Prize.
  - (iii) In no event will VMware be liable to the Participant or any other party for any claim for loss, including without limitation, time, money, goodwill, any lost or damaged data (including, without limitation, the loss of or damage to any user content) and any consequential damages, which may arise from the Participant's participation in this Contest or the Winner's use, operation or misuse of the Prize, even if VMware has been advised of the possibility of such damages.
  - (iv) Notwithstanding anything herein, VMware's aggregate liability under this Contest, regardless of the form of action, will not exceed the lesser of the recommended retail value of the Prize or the sum of United States Dollars Ten Thousand (US\$10,000) only.
25. For public sector (government) Participants, if the Winner is an official or employee of a government agency or a government-linked organization, the Promoter will consider the Prize as an "*agency donation*" directly to the Winner's agency or organization (in compliance with the rules and regulations of that agency or organization) and not to the individual Winner. In such a situation, the said agency or organization shall then decide which individual(s) will be entitled to utilize the Prize.
26. The Promoter reserves the sole right and discretion to disqualify anyone in breach of these Terms.
27. The Promoter's decision is final on all matters relating to this Contest and no correspondence will be entertained. In case of any dispute or difference in respect of this Contest, the decision of the Promoter shall be final and binding in all respects.
28. Personal information of the Participant collected by the Promoter, if any, will be held in accordance with VMware's privacy policy, a copy of which is located at <http://www.vmware.com/help/privacy.html>.
29. This Contest and these Terms are governed by the laws of India, without regard to conflict of law principles, and the parties consent to the exclusive jurisdiction of the courts in Bangalore for resolution of any disputes arising therefrom.
30. VMware is a registered trademark of VMware, Inc. in the United States and other countries. Other company, product or services names may be trademarks or services marks of others. © Copyright VMware 2021. All rights reserved.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]