

SolarWinds Purchasing Preferences Survey Giveaway: Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility.** Under these Official Rules, the SolarWinds Purchasing Preferences Survey Giveaway (“Giveaway”) is open only to legal residents of Canada (excluding Quebec) and the United States (Rhode Island) who are eighteen (18) years of age or older at the time of entry. Employees of SolarWinds Worldwide, LLC, its subsidiaries or affiliates, or other companies associated with the promotion of the Giveaway, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.
- 2. Sponsor.** The Giveaway is sponsored by SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735 (the “Sponsor”).
- 3. Agreement to Official Rules.** Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein and the number of participants that enter the Giveaway. **There is a limit of twenty-five (25) \$25 Amazon® gift cards.**
- 4. Entry Period.** The Giveaway begins at 10:00 a.m. CT on September 23, 2020 and ends at 10:00 a.m. CT on September 30, 2020 (“Entry Period”). Entries submitted before or after the Entry Period will not be eligible for the Giveaway.
- 5. How to Enter.** Click on the link <https://www.surveymoz.com/s3/5872169/Purchasing-Preferences-Survey-September-2020>, complete the survey within, and submit. Once you submit a completed survey, you will receive one (1) entry in the Giveaway. Survey must be submitted from the email address that received the survey request. There is a limit of one (1) entry per person and email address. Email address must be a valid business email address. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
- 6. Prizes.** The first twenty-five (25) entrants will receive one (1) \$25 Amazon gift card with an approximate value of \$25.00 USD, while supplies last. There is a limit of twenty-five (25) \$25 Amazon gift cards. The odds of being selected to receive a prize depend on the number of eligible entries received from all participants in connection with this Giveaway. Sponsor does not provide any guarantees or warranties for the prize. Any prize details not specified above will be determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and any and all other costs and expenses not listed above. Sponsor will not be responsible for prizes which are unclaimed, unused, lost, delayed or damaged during delivery, or otherwise not received by the winner. The Sponsor will attempt to notify potential winners via email within seven (7) days of the end of the Entry Period. If the winner cannot be contacted or does not claim the prize within fourteen (14) days of notification, Sponsor reserves the right to withdraw the prize from the winner and pick a replacement winner. Please allow four (4) weeks for delivery.
- 7. Potential Winner Requirements.** The potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will forfeit the prize and an alternate entrant may be selected in his/her place in a random drawing of all entries received.
- 8. General Conditions.** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the

impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

- 9. Release and Limitations of Liability.** To the maximum extent permitted by applicable law, by participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, its affiliates, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of entrant's participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Giveaway or the processing of entries; or (e) any injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 10. Privacy and Publicity.** Except as set forth herein, any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's Privacy Notice <https://www.solarwinds.com/legal/privacy>, which may be updated from time to time by Sponsor. Except where prohibited, participation in the Giveaway constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 11. Disputes.** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.
- 12. Terms Subject to Change.** Terms are all subject to change by the Sponsor as necessary.