

**NO PURCHASE NECESSARY. INTERNAL TRADE PROMOTION ONLY. NOT OPEN TO THE GENERAL PUBLIC.** In order to enter the Promotion, you must agree to these Official Rules and agree to comply with any gifting/entertainment policies, regulations or laws. You may not submit an entry to the Promotion and are not eligible to receive the prizes described in these Official Rules unless you agree to these Official Rules. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, LinkedIn, Globalgiving.org, Apple, or Oakley.

1) Sponsor: The Move to Modern Pure Fitness Challenge ("Promotion") is sponsored by Pure Storage, Inc. 650 Castro Street, #400, Mountain View, CA 94041 ("Pure"). the promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, LinkedIn, Globalgiving.org, Apple, or Oakley.

The Move to Modern Pure Challenge | Partner Edition will utilize the MoveSpring® fitness tracker brought to you by Matchup LLC and made available to you at http://movespring.com, respectively, or through their mobile applications, accessible through tablets, cell phones, personal digital assistants, connected televisions, and other devices ("App"). Matchup is an independent third party over whom Pure Storage has no control or agency. Pure Storage is not the developer of the App and has no responsibility for any results obtained from the App or any harm, injuries or damages you may incur in using the App. Your use of the App is governed by Matchup's end user terms and conditions and Terms of Use as well as their Privacy Policy. Please read those terms and conditions carefully. If you choose to install and use the App, you do so at your own risk. You are solely responsible for evaluating whether the App is appropriate for your use. If you elect to use the App, you agree that Matchup may share information with Pure Storage about your physical activity during the Promotion and to permit Pure Storage to send messages to you through the App during the Move to Modern Pure Challenge Promotion. You waive all claims you may have, now or in the future, known or unknown, against Pure Storage arising out of the App. Your sole remedies, if any, are set forth in Matchup's terms and conditions. If you are dissatisfied with the App in any way or suffer any damages or harm resulting from the App, your sole and exclusive remedy is to cease using the App. By using the MoveSpring App, you agree to this disclaimer and to Matchup's terms and conditions.

- 2) Promotion Period: The Promotion opens on October 28, 2020 and ends midnight December 20, 2020 (the "Promotion Period"). Step challenge begins November 16, 2020.
- 3) Eligibility: The Promotion is open to Pure's current and prospective customers, employees and authorized partners in good standing in Australia and New Zealand only, who have access to the MoveSpring App, and who are 18 years of age at the time the Promotion starts ("Participant"). Promotion is void where restricted by law and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations. Participants who work for federal, state or local Government agencies are not eligible.

Pure wants to ensure that we, and you, comply with applicable government gift and ethics laws. Gifting is subject to all applicable federal, state and local laws, rules and regulations and void where prohibited. If you are ineligible to receive a gift due to your gifting laws, Pure cannot provide one to you and please contact <a href="mailto:promotions@purestorage.com">promotions@purestorage.com</a> if you inadvertently receive a gift. This Promotion is an incentive program and does not fall within the course and scope of employment duties for any Participant. No Participant is required to participate in the program and no Participant will be penalized for non-participation on the program. Pure contractors, consultants, vendors, and employee family members are not eligible. By participating in the Promotion, Participant agrees that no fiduciary relationship is intended or created between Participant and Pure in any way, and that you have no expectation of any review, compensation or consideration of any type (other than the chance to win the Prize described herein).

- **4) How to Enter:** To participate in the Promotion, Participant can sign up via the Promotion landing page from the <u>link</u> provided by Pure. Once a Participant registers and the registration is approved by Pure, Participant will be sent a Starter Kit and registration instructions to download and join the Promotion via the MoveSpring App. Once a Participant signs up for the MoveSpring App (free of charge), Participant can participate in a walking fitness challenge for a chance to win a prize as described below.
- 5) Prize(s): The Promotion includes the following ways for a chance to win a prize ("Prize"):
  - Pure will announce a weekly Promotion team award which will consist of a \$250USD donation to GlobalGiving.org each of the five (5) weeks of the Promotion to the top team of the week measured by the accumulative total average steps as indicated on the MoveSpring platform Leaderboard. A team can only win one weekly team award throughout the Promotion. Pure will make the donation on behalf of the winning team directly through GlobalGiving.org.
  - At the end of the Promotion Period, the team that has the most accumulative total average steps as indicated on the MoveSpring
    platform Leaderboard will receive a donation of \$1,500USD to globalgiving.org. Pure will make the donation on behalf of the
    winning team directly through GlobalGiving.org.
  - At the end of the Promotion Period, the individual that has the most accumulative total average steps as indicated on the MoveSpring platform Leaderboard and demonstrating educated engagement with content consumed during the milestones via LinkedIn likes, shares and engagement after completing the 8th Milestone, will receive the following:
    - Apple Watch Series 6 (Approx value of \$799AUD)
  - Each week for the first five (5) weeks of the Promotion Period, Pure will announce three (3) weekly Promotion individual awards which will consist of a \$100 USD donation each to GlobalGiving.org. The individual awards will be on behalf of the top 3 individuals of the week measured by the accumulative total average steps as indicated on the MoveSpring platform Leaderboard. A Participant can only win one weekly award throughout the Promotion. Pure will make the donation on behalf of the winning individual directly through GlobalGiving.org.

- Pure will announce a Move to Modern Pure Challenge winner, the winner being the Individual completing the 250km step challenge, demonstrating educated engagement with content consumed during the milestones via LinkedIn likes, shares and engagement after completing the 8th Milestone will receive an Apple Watch Series 6 (Approx. value \$799AUD) Apple Watch will be shipped 2 weeks after the milestone award winner is announced.
- Pure Storage will announce a top Participant sharing the most social engagement on LinkedIn tagging #PureMoveToModern.
   Measured by most creativity and engagement (most likes and shares) by Pure's program owner. Each week during the
   Promotion Period, the top one (1) weekly participant overall with the most likes and shares will receive one (1) pair of Oakley
   Sunglasses.

Maximum of one Prize per Participant. No substitution, transfer, or cash redemption of Prize is permitted, provided however Pure reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value should the advertised Prize become unavailable for any reason. Pure is not responsible for lost or stolen Prize, or additional Prize specific terms and conditions.

**6) General Terms & Conditions**: Pure shall have the right to cancel, suspend, or terminate this Promotion at any time for any reason and without notice, including if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Promotion. Pure reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the process or the operation of the Promotion, to be acting in violation of these Terms and Conditions, the Pure Code of Conduct, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. Pure will have no liability, and will be held harmless from and against liability, loss, injury or damage to property or person, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the MoveSpring app and any item given for this Promotion. Pure may contact you in accordance with our Privacy Statement at www.purestorage.com/privacy.