



### 8.10.23 TT Promo Card Trade Promotion Giveaway

Official Rules

#### **TRADE PROMOTION ONLY: This Sweepstakes is for trade professionals**

**PRELIMINARY INFORMATION:** This is a trade promotion open only to trade professionals only who work in the enterprise grade digital data storage industry. These rules apply generally to sweepstakes and giveaways that may be advertised via the world wide web, through social media platforms, and at conferences. For all sweepstakes no purchase is necessary. For purposes of these rules ("Rules") a sweepstakes is a game of chance where a Prize Recipient or Prize Recipients is drawn randomly pursuant ("Sweepstakes"), and a giveaway is a gift of a premium product or services pursuant to an action taken by a participant or participants ("Giveaway"). Collectively, Sweepstakes and Giveaways are "Promotions." In all cases, Sweepstakes entrants and Giveaway participants shall be referred to as ("Participants").

**START AND END TIMES.** The Official Terms and Conditions cover the Promotion up to 2023-08-10 ("**Promotion Period**").

**ELIGIBILITY:** Open only to trade professionals who otherwise meet any additional requirements noted on the Details Page. For instance, Participants may be required to be in attendance at a specific conference, or attend a presentation by Sponsors, all of which will be outlined on the Details Page. Unless otherwise noted, Participants must be US Citizens and 18 years of age in their state of residence as of the start of the Promotion Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter, win, or receive a prize from any Promotion. Promotion Entities, as referenced herein, are Pure Storage, Inc., along with their administrators of the Sweepstakes (collectively, "Sponsors"), and each of their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Sweepstakes.

**HOW TO ENTER:** To enter the Promotion, during the Sweepstakes Period, Participants must follow the instructions outlined on the Details Page. Types of Promotions include, but are not limited to the following:

- Attend a promotion event
- Attend a meeting
- Provide information (such as email address and name) to enter a random drawing
- Attend a presentation
- Like or follow a social media page
- Comment on a social media page
- Tag a friend on a social media page

Entries must be received before the Sweepstakes end, and Giveaways are while supplies last and/or as outlined on the Details Page. Unless otherwise noted on the Details Page, one entry or Giveaway prize per eligible person. Entries received from any person beyond this limit will void all such additional Entries. For digital Promotions, Entries or requests for prizes or Giveaways ("Entries") generated by a script, macro, other automated means, or by any means that subverts the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, are void and will not be accepted. Entry constitutes permission (except where prohibited by law) to use Participant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

#### **PRIZE RECIPIENT SELECTION AND NOTIFICATION FOR PROMOTIONS:**

**FOR GIVEAWAYS.** On or about the dates and time set forth on the Details Page, Sponsor will provide prizes.

**FOR SWEEPSTAKES.** On or about the date and time set forth on the Details Page, prize drawings will be conducted. In the event no time is set forth on the Details Page, a random drawing will be held on or about 24 hours after the close of the Promotion Period, and potential recipients (collectively with giveaway recipients, "Prize Recipients") will be selected in a random drawing by representatives of Sponsors from all eligible Entries received during the Sweepstakes Period. Notification will be made using the information provided in the entry and in most cases, Prize Recipients will either pick up their Prize at the location in which they entered (personally), the prize will be digitally delivered via email address provided in the entry; or the Prize will be mailed using information provided by the Participant to Sponsor.

**NOTIFICATION AND DELIVERY FOR ALL PROMOTIONS.** In the event the Prize is selected during an in-person event, the potential Prize Recipient may be required to pick up the prize in person. Sponsor will not make attempts other than the initial attempt using the method provided on the Details Page. Sponsors will make two (2) attempts to notify potential Prize Recipients via the e-mail address associated with the registration. **Sponsors may share potential Prize Recipient's name and contact information with Promotion Entities and/or any prize provider or co-sponsor, as applicable, if necessary.** Potential Prize Recipient may be required to execute and return a declaration of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Promotion Documents"). In the event the potential Prize Recipient cannot be located or is not an alternate potential Prize Recipient may be

selected from the remaining eligible Entries. If a potential Prize Recipient cannot be reached, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such potential Prize Recipient will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Prize Recipient may be selected from the remaining eligible Entries.

**PRIZE:** The type, description and number of prizes in any promotion will be outlined on the Details Page. For prizes in Giveaways where a specific number of prizes is not listed, the number given away is while supplies last, and Sponsor makes commercially reasonable efforts to accommodate the number of Participants for any time period of the Promotion.

Prizes are awarded "as is" with no warranty or guaranty, either express or implied by Sponsors. Estimated Retail Value ("ERV") of each Prize is listed on the Details Page, when such information is required by law, along with the total retail value of all Prizes. Participant is not entitled to any surplus between ERV and average retail value. For any Prize with an ERV of six hundred dollars (\$600) or greater, Sponsors will furnish an Internal Revenue Service Form 1099 to Prize Recipient for the ARV of Prize for the year in which Prize was won.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Prize Recipient(s). Prize cannot be transferred by Prize Recipient(s) or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Prize Recipient(s). If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Prize Recipient(s) may be selected from the remaining eligible Entries at Sponsors' sole discretion.

Any Prize that involves travel will require Participant to complete additional paperwork, not included in these rules, but which may be found by accessing a link provided on the Details Page. Some Prizes may not be eligible for delivery in certain states. In such a case, Sponsor will provide a prize of equal or greater value, in Sponsor's sole discretion. Any prize that involves event tickets, Prize Recipient is responsible for any and all travel and incidentals expenses associated with attending the event.

If alcoholic beverages are provided by Sponsor, non-alcoholic alternatives will be available upon request by the Participant. Please drink responsibly and you must be of legal drinking age to receive alcoholic beverages. In the event of a random drawing, and where applicable, Participant can alternatively enter by sending a request to [promotions@purestorage.com](mailto:promotions@purestorage.com). Participant hereby agrees to opt-in and provide Sponsors, or an authorized third party, with Participant's necessary personally identifiable information in registering for the Event, receiving further information for Sponsors, or receive a Promotional Item. Pure or a Pure Authorized Partner may contact you in accordance with our Privacy Statement at [www.purestorage.com/privacy](http://www.purestorage.com/privacy). In the event that the Promotion is co-sponsored by Pure and a Third Party, Pure may collect and share your personal information with the Third Party to contact you in accordance with Pure's Privacy Statement. Void where prohibited. While supplies last.

**CONDITIONS:** By entering any Promotion, each Participant agrees for Participant and for Participant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities, and each of their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Participant's participation in any Promotion and/or his/her/their acceptance, possession, use, or misuse of Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion or the Prize and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize; (c) if selected as a Prize Recipient, to the posting of such entrant's name on Sponsor's website and/or its social channels (the "Website") and the use by Released Parties of such entrants name, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage a Promotion or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, pandemic, complications due to COVID-19 shutdowns, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Participants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. **Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules).** In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Prize Recipients in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsor

reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.