



**FlashStack as-a-Service: Simplifying Infrastructure Subscriptions Promotion
OFFICIAL TERMS & CONDITIONS**

NO PURCHASE NECESSARY. INTERNAL TRADE PROMOTION ONLY. NOT OPEN TO THE GENERAL PUBLIC. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THE FOLLOWING TERMS & CONDITIONS.

Sponsor: The Promotion (“**Promotion**” or “**Event**”) is sponsored by Pure Storage, Inc. (“**Pure**”), 650 Castro Street, Suite 400, Mountain View, CA 94041 (“**Sponsor**”). All vendors of any Award, Prize, Reward, Gift, Gift Card, Donation, Giveaway or other item of value (“**Promotional Item(s)**”) are not sponsors of this Promotion.

Promotion Period: The Official Terms and Conditions cover the Promotion up to 2022-02-25 (“**Promotion Period**”).

Eligibility: The Promotion is open to Sponsor’s authorized partners and/or current and prospective customers who are legal residents in state, region and country where the Promotion will be directed and where the Promotional Item will be sent, as long as the country is not on the United States trade sanction list or where prohibited by law. Participants who are legal residents in a country on the United States trade sanction list or where this Event is prohibited by law cannot attend the Event, meet with a Pure or Pure Authorized Representative nor receive any Promotional Item. Participants must be an adult at the beginning of the Promotion Period (“**Participant(s)**”). Sponsor is committed to ensuring compliance with all applicable gift and ethics laws within your company or government agency’s acceptable gift guidelines. Accordingly, Participants who work for Government or state-owned agencies are not eligible to receive any Award, Prize, Reward, Gift, Gift Card, Donation, Giveaway or other item of value (collectively “**Promotion Item(s)**”). This Promotion is an incentive program and does not fall within the course and scope of employment duties for any Participant or any employee. No Participant is required to participate in the Promotion and no Participant will be penalized for non-participation in the Promotion. The Promotion is subject to all applicable federal, state and local laws, rules and regulations and void where prohibited. Employees of Sponsor are not eligible to receive any Promotional Items, and Participant employer’s contractors, consultants, vendors, and employee family members are not eligible. Individuals who are not designated as employees of Sponsors such as, but not limited to, alternative workers, interns, externs, independent contractors are not eligible to receive Promotional Items. Sponsor reserves the right to determine Participant’s eligibility to receive a Promotional Item.

How to Enter Promotion and Promotional Item Details: Participants may register for the Event or Promotion by providing the necessary information on the registration form in the landing page. Details of the Promotional Item(s), approximate cash value and how to win are designated on the accompanying landing page. Sponsor will notify the winning Participant within a reasonable amount of time after the winner has been identified. Limit one (1) Promotional Item per Participant and limit one (1) Participant registration per person. Sponsor reserves the right to deny registration and/or not send Promotional Items to Participants who provide only a personal email address domain and therefore may require the Participant to provide a business or company email address before the Participant can register and participate in the Event as well as receive any Promotional Item. No substitution, transfer, or cash redemption of any Promotional Item is permitted, provided. However, Sponsor reserves the right to substitute the Promotional Item with another Promotional Item of equal or greater value should the advertised Promotional Item become unavailable for any reason. Sponsor reserves the right to discretionarily determine whether Participant should be considered eligible for a Promotional Item. Participants may opt out of providing personal identifiable information by contacting promotions@purestorage.com. Shipping delays may occur. Sponsor is not responsible for lost or stolen Promotional Items, or is not responsible for additional terms and conditions required by the vendor who is providing the Promotional Item. In the event that Sponsor is donating money or Promotional Item to a charity, Sponsor reserves the right to donate to a charity other than the charity identified in the Communication. By using a Gift Card, Participant agrees to the Gift Card supplier’s terms and conditions. Participant agrees that Sponsor may identify the Participant if he or she is a Winner, including the Winner’s first and last name, company name, logo, photo, video and other information in press releases, blogs, social media or other marketing materials in perpetuity. Participants can opt out by contacting promotions@purestorage.com

General Terms & Conditions: Sponsor 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. Sponsor shall have the right to cancel this Promotion prior to the end of the Promotional Period. Sponsor 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 Sponsor’s 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. Sponsor has the sole right to withhold sending the Promotional Item to the Participant and/or not allowing the Participant to register for the Promotion if Sponsor, in its sole discretion, determines that the Participant is acting in bad faith or engaging in conduct that is considered unfair or deceptive. Sponsor 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 an item given for this promotion. 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. 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. 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.

For In-Person Events Only: The safety and health of all Participants who attend any In-Person Events hosted by Sponsor or Co-sponsor attendees is a top concern and one priority. By accepting these Terms and Conditions, you understand and agree that you must be fully vaccinated in order to attend this Event. If you are not fully vaccinated, please make alternate arrangements to attend this Event virtually (if the option exists). You also understand that you will be required to abide by any customer, partner, or venue protocols and/or local regulations regarding face coverings and/or social distancing which may be in effect.