EVOLVE Online 2020 – Engage & Compete

TERMS & CONDITIONS

1. This EVOLVE Online 2020 – Engage & Compete ("Contest") is open only to residents in the following countries (each, a “Participant”).


2. Employees of VMware, Inc., VMware International Unlimited Company, 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 International Unlimited Company ("Promoter").

4. This Contest has 3 phases (each, a “Contest Phase”):

   (i) Contest Phase 1 runs from 24 March 2020 at 10:00AM SGT (Singapore Timezone) to 29 May 2020 5:00PM SGT (“Contest Phase I”).

   (ii) Contest Phase 2 runs from 23 June 2020 at 10:00AM SGT to 31 August 2020 5:00PM SGT (“Contest Phase II”).

   (iii) Contest Phase 3 runs from 24 November 2020 at 10:00AM SGT to 29 January 2021 5:00PM SGT (“Contest Phase III”).

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 the event survey form and agree to participate in the EVOLVE Online Badge Game (including, where applicable, providing a written response to the question(s) therein) to the Promoter (“Submission”).
(iv) Attend the EVOLVE Online 2020 on the INXPO platform, engage with the content and perform actions (e.g. watching the Keynote) to earn points for the EVOLVE Online 2020 event platform. (Please note that the Prizes will be awarded to Participants based on the number of points accumulated for each Contest Phase throughout the Contest.)

7. A Submission shall only be deemed complete once it has been received by the Promoter within each Contest Phase 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. Only one (1) entry and one (1) Prize per Participant per Contest Phase throughout the Contest. Any attempt by any Participant to obtain more than one entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Participant’s entries and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. For the avoidance of doubt, a Participant may win a Prize, but not multiple Prizes, at each Contest Phase.

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 four (4) winners per Contest Phase based on the number of points accumulated during that Contest Phase (each, a “Winner”). In the event of a tie, the winner of the tiebreak will be determined by the Participant’s response to the question in the event survey form as selected by the Promoter’s panel of judges.

14. The Winner for each Contest Phase will be announced on the Promoter’s website on or about the following dates:

   (i) Contest Phase 1: 5 June 2020

   (ii) Contest Phase 2: 4 September 2020

   (iii) Contest Phase 3: 5 February 2021

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 Winners will receive the following prizes based on the number of points accumulated during each Contest Phase (each, a "Prize"), and each Participant is only eligible to win one (1) Prize per Contest Phase:

**Contest Phase 1 Prizes**

<table>
<thead>
<tr>
<th>Position</th>
<th>Prize</th>
<th>Value (RRP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Apple iPad Pro (12.9&quot; / Wi-Fi / 64gb – space grey)</td>
<td>$1,000 USD</td>
</tr>
<tr>
<td>2</td>
<td>Apple Watch Series 5 (44mm with GPS – space grey aluminium case with black sport band)</td>
<td>$440 USD</td>
</tr>
<tr>
<td>3</td>
<td>Bang &amp; Olufsen BeoPlay E8 2.0 True Wireless Earbuds (black)</td>
<td>$350 USD</td>
</tr>
<tr>
<td>4</td>
<td>Apple AirPods Pro (with Wireless Charging case)</td>
<td>$250 USD</td>
</tr>
</tbody>
</table>

**Contest Phase 2 Prizes**

<table>
<thead>
<tr>
<th>Position</th>
<th>Prize</th>
<th>Value (RRP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Apple iPhone 11 Pro Max (6.5&quot; / 64gb – space grey)</td>
<td>$1,099 USD</td>
</tr>
<tr>
<td>2</td>
<td>Apple Watch Series 5 (44mm with GPS – space grey aluminium case with black sport band)</td>
<td>$440 USD</td>
</tr>
<tr>
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**Contest Phase 3 Prizes**

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<td>$250 USD</td>
</tr>
</tbody>
</table>
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 taken. 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 Singapore, without regard to conflict of law principles, and the parties consent to the exclusive jurisdiction of the Singapore courts for resolution of any disputes arising therefrom. The Contracts (Rights of Third Parties) Act (Cap 53B) shall not apply.

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 2020. All rights reserved.