

Digital Guardian BLACK HAT 2021 ALL ACCESS PASS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY: Open only to legal residents of the United States who are 21 years of age or older at time of entry. Employees, officers, and directors of Digital Guardian, Inc. ("Sponsor"), its affiliates, subsidiaries, advertising and promotion agencies, promotional suppliers (collectively, "Released Parties") and the immediate family members (spouses, siblings, children, and parents, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. If you do not agree to these Official Rules, please do not enter the Promotion.

- PROMOTION PERIOD AND HOW TO ENTER:** The Digital Guardian Black Hat All Access Pass Sweepstakes ("Promotion") begins at [8:00:01] AM Eastern Time ("ET") on June 28, 2021 and ends at 11:59:59 PM ET on July 26, 2021 ("Promotion Period"). To enter, complete an official entry form available at <https://info.digitalguardian.com/enter-to-win-virtual-all-access-pass-bh2021.html>. **There is a limit of 1 entry per person during the Promotion Period.** By entering, participants warrant and represent that they agree to be bound by these Official Rules and the final decision of the Sponsor. All entries have an equal chance of winning.
- RANDOM DRAWING/PRIZE/ODDS OF WINNING:** On or about July 28th, 2021, representatives of the Sponsor will conduct a random drawing from among all eligible entries received overall to award the following Grand Prize: Fully paid attendee pass for the virtual Black Hat Conference on August 4, 2021 to August 5, 2021. The Grand Prize is non-transferable and may not be redeemed for cash. The potential winner will be notified by email or phone by a representative of the Sponsor. Inability to contact a winner or the return of any prize notification as undeliverable will result in the prize being forfeited and an alternate winner will be selected at random from the remaining eligible entries. Odds of winning will be determined by the number of eligible entries received.
- GENERAL:** This Promotion is in no way sponsored, endorsed or administered by, or associated with Black Hat. All costs incurred in entering into the Promotion or using or enjoying the Grand Prize, such as any administrative costs, taxes, insurance, travel and related expenses are to be paid by the prize-winner. By participating, entrants agree [a] to these rules and decisions of Sponsor, which shall be final in all respects relating to this Promotion; [b] to release, discharge and hold harmless Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Promotion or their acceptance, use or misuse of prize including, without limitation, personal injury, death and property damage; and if a winner, [c] to permit Released Parties to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media, in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request. Released Parties are not responsible for and shall not be liable for [a] lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; [b] any error, omission, interruption, defect or delay in transmission, third-party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; [c] failures or malfunctions of phones, phone lines, or telephone systems; [d] errors in these Official Rules, in any Promotion-related advertisements or other materials; [e] failures of electronic equipment, computer hardware or software; or [f] inaccurate entry information, whether caused by equipment, programming used in this Promotion, human processing error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Promotion. Sponsor reserves the right to cancel or suspend the Promotion or any portion thereof should virus, bugs or other causes beyond the control of Sponsor corrupt the

administration, security or proper play of the promotion, in which case prize will be awarded via a random drawing from among all eligible entries received prior to cancellation. Entry information becomes property of Sponsor. Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

4. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: [a] any and all disputes, claims, and causes of action arising out of or connected with the Promotion, any prize awarded or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; [b] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and [c] under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard for conflicts of law doctrine of any jurisdiction, and all proceedings shall take place in Suffolk County, Commonwealth of Massachusetts.

5. **USE OF ENTRY INFORMATION/CONSENT:** The collection and use of entrant information will be governed by Sponsor's on-line privacy policy, available for viewing [[link to privacy policy](#)]. By entering, entrants consent to receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with all applicable email guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below.

SPONSOR: Digital Guardian, Inc., 275 Wyman St., Suite 250, Waltham, MA 02451

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