## **RSA THREAT DETECTION 2016 SURVEY SWEEPSTAKES**

## ABBREVIATED RULES

RSA THREAT DETECTION 2016 SURVEY SWEEPSTAKES ABBREVIATED RULES: NO PURCHASE NECESSARY. NOT OPEN TO GENERAL PUBLIC. Must be at least 21 years, reside in USA or D.C., and be an IT professional or IT decision-maker employed by an end user (of technology), or a consultant, sales engineer or similar technical role, employed by a reseller that provides IT-related products or services to business customers. To enter, click <u>http://emc.threat-detection-effectiveness-survey.webcontentor.com/</u> ("Website"), answer all questions, provide your email address, and submit the online survey. One entry per person. • Survey must be received no later than 11:59:59 PM on 02/19/16. Times are Eastern Time. • Five (5) winners randomly chosen will each receive a Powerbeats 2 Wireless Headphone (ARV of \$144.95); total ARV of all prizes is \$724.75. • Actual prizes may vary from prizes pictured. Can only win one prize. Odds of winning depend upon number of entries received. You have not yet won. • IF YOUR COMPANY POLICIES OR APPLICABLE LAW PROHIBIT YOU FROM ACCEPTING THE PRIZE, YOU ARE INELIGIBLE. Employees or officials of any government entity, and employees of Sponsor and EMC Corporation and affiliates are ineligible. • Other rules, restrictions, and exceptions apply. Subject to Official Rules posted at Website. See www.emc.com for Privacy Policy. • VOID TO RESIDENTS OF PUERTO RICO AND OTHER USA TERRITORIES, AND WHERE PROHIBITED. If you do not agree with the Official Rules, do not submit an entry. • Sweepstakes not endorsed by prize manufacturer. • Sponsored by RSA Security LLC, Bedford, MA 01730.

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. TRADE PROMOTION - NOT OPEN TO THE GENERAL PUBLIC. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

**1. INTRODUCTION:** Please read these Official Rules ("<u>Rules</u>") of the RSA THREAT DETECTION 2016 SURVEY SWEEPSTAKES ("<u>Sweepstakes</u>"). To participate, you must agree to unconditionally accept and comply with the Rules, and the decisions and interpretations of these Rules by the administrator and sponsor, RSA Security LLC, 174 Middlesex Turnpike, Bedford, MA 01730 U.S.A. ("<u>RSA</u>"). Winning the prize is contingent upon fulfilling all requirements in the Rules. By entering you agree to comply with the Rules. If you do not agree with all the Rules, do not enter or accept a prize. In these Rules, "you" and "your" refers to participants that enter this Sweepstakes. All times are Eastern Time (USA) or "<u>ET</u>".

**2. ELIGIBILITY:** This Sweepstakes is only open to individuals who can establish to RSA's satisfaction that they: [**a**] have a primary residence in the USA or District of Colombia and not an Excluded Territory below; [**b**] attained the age of at least 21 years by the date their Entry is received; [**c**] are an information technology ("<u>IT</u>") professional or IT decision-maker employed by an end user (of technology), or a consultant, sales engineer or similar technical role, employed by a reseller that provides IT-related products or services to business customers.

Employees, staff, independent contractors, officers, directors, members, managers, agents or other representatives of RSA, its parent company EMC Corporation, both their respective subsidiaries and affiliates, their advertising-, promotion- and fulfillment- agencies, legal advisors, and suppliers, and all service providers associated with the Sweepstakes) (referred to collectively including all of the foregoing entities as "<u>Sweepstakes Entities</u>"), and any members of each such person's immediate family (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household of such individuals (whether related or not) are *not* eligible.

<u>Comply With Your Company Policies</u>. It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions such as this Sweepstakes. BY ENTERING THE SWEEPSTAKES OR BY ACCEPTING ANY PRIZE, YOU WARRANT AND REPRESENT THAT YOUR ACTIONS DO NOT VIOLATE YOUR EMPLOYER'S POLICIES AND PROCEDURES, NOR THE LAWS, REGULATIONS, CONVENTIONS, OR RULES THAT APPLY TO YOU. If you are participating in violation of

your employer's policies, or the applicable laws, regulations, conventions, or rules, you may be disqualified from entering any Sweepstakes or receiving a prize. Sweepstakes Entities disclaim any and all liability or responsibility for disputes arising between participants and their employer related to this matter.

<u>Void in Excluded Territory</u>. SWEEPSTAKES IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), AND IN ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION (INCLUDING BUT NOT LIMITED TO JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION AND/OR TRUST ACCOUNT OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT HAVE NOT BEEN SATISFIED), OR RESTRICTED OR TAXED BY LAW, AND VOID WHERE PROHIBITED (COLLECTIVELY, "<u>EXCLUDED TERRITORY</u>"). Residents of an Excluded Territory are prohibited from entering or winning a prize.

**Prohibited from Entering: Government Officials, and If on USA Government List.** No participant may enter or win a prize if he or she is **[a]** an official or employee of any governmental entity as defined under any relevant anti-bribery, ethics or anti-corruption statute, law, regulation or convention, or **[b]** is listed on the US Consolidated list published by the USA Government currently located at <u>http://export.gov/ecr/eg\_main\_023148.asp</u>.

**3. HOW TO ENTER:** To enter (each collectively, an "<u>Entry</u>"), **[a]** click <u>http://emc.threat-detection-effectiveness-</u> <u>survey.webcontentor.com/</u> ("<u>Website</u>"), and **[b]** answer all questions, provide your email address, and submit your completed survey. Entries must be received ( "<u>Entry Period</u>") beginning no later than 11:59:59 PM on February 19, 2016 as recorded by the servers associated with the survey.

**Entry Restrictions.** You must answer all questions completely, truthfully and accurately. Email address and other information on the Entry must belong to the person submitting the Entry. All Entries are subject to the Rules. Each participant ("<u>Participant</u>" or "<u>Entrant</u>") is permitted to enter only once, regardless of the number of surveys completed. All Entries become the property of RSA and their receipt will not be acknowledged or returned. Any attempt by a person to gain more Entries than permitted by the Rules shall result in disqualification at RSA's sole discretion.

**Disputed Entry.** For a dispute concerning who submitted an Entry, the Entry will be declared to have been made by the registered account holder of the e-mail address associated with the Entry, but only if that person meets all other eligibility criteria. A registered account holder is the natural person assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If any dispute cannot be resolved to RSA's satisfaction, the Entry may be deemed ineligible. Entry into the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes.

**Entries May Incur Internet Usage Charges.** If you visit the Website, normal Internet access and usage charges imposed by your online service will generally apply, according to the terms and conditions of your service agreement. Use of a wireless mobile device may result in airtime and carrier charges according to the terms and conditions of your service agreement with your wireless carrier. By participating in this Sweepstakes via mobile device or by providing your mobile phone as part of an Entry, you understand if you are a potential winner, RSA may contact you via mobile phone, which will be subject to the charges pursuant to your carrier's rate plan.

**4. SELECTION OF POTENTIAL WINNER AND NOTIFICATION:** Not later than February 26, 2016 five (5) winners will be randomly chosen from among all Entries submitted by representatives of RSA. Each potential winner will have won a prize subject to fulfillment of all requirements under the Rules. RSA will contact each potential winner within two business days of being selected by sending an email using the information provided on the Entry. Winners will be asked to complete, sign and return the RSA's Prize Claim Documents defined below. **The odds of winning depend on the number of Entries received.** 

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY RSA, WHOSE DECISIONS WITH RESPECT TO THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ELIGIBILITY, ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

**Disqualification.** At RSA's discretion, disqualification, and forfeiture may result from any of the following: [1] failure to respond to notification of being selected as a winner within forty-eight (48) hours, or to any other communication sent to the potential/winner within forty-eight (48) hours or such time period provided by RSA; [2] failure to provide RSA with satisfactory proof of eligibility as may be requested; [3] failure to validly claim any prize; [4] any other non-compliance with Rules; and, [5] if RSA believes, in its sole discretion, that a legal issue presents a significant problem related to awarding a prize to a selected entrant. Notwithstanding any other statement in the Rules, if any prize forfeiture occurs RSA will, make at least two subsequent attempts to award that Prize by selecting alternate, potential winners, after which the Prize in question may at RSA's sole discretion, go unawarded.

**5. PRIZE:** Each randomly selected winner will receive ("<u>Prize</u>") one (1) Powerbeats 2 Wireless in-Ear Headphone, with an approximate retail value in US Dollars ('<u>ARV</u>') of \$144.95. Total ARV of the Prizes in aggregate is \$724.75. Each Prize is subject to "Taxes" below.

**Prize Terms.** The Prize or any alternate prize described herein represents the complete obligation and entire amount awarded the winner by RSA under the Sweepstakes. Prize is not redeemable for cash and is not transferable. No cash or other substitution may be made, except by RSA, which reserves the right (except where contrary to federal, state, or local laws or regulations) to substitute a Prize in whole or in part with another prize of comparable or greater value if the intended Prize or any portion thereof is not available for any reason as determined by RSA. Prize is applicable for distribution to and use by consumers in the U.S.A. market, and may not function, be exportable, or supported by its manufacturer outside of the U.S.A. All details and other restrictions of the Prize not specified in these Rules will be determined by RSA. Prize pictured in advertising, displays, and other Sweepstakes materials are for illustrative purposes only. Actual Prize may vary from prizes as pictured. This Sweepstakes is in no way sponsored, endorsed or administered by, the Prize manufacturer.

<u>ARV Limitations</u>. The ARV of the Prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Rules and the date the Prize is awarded or redeemed. RSA will expend up to a maximum of the ARV for each Prize as stated above, but may expend less depending upon the prevailing price, rebates and incentives available at that time. Winners are not entitled to claim any check, cash or other form of payment for the difference in value between the amount paid by RSA for/toward the Prize and the Prize's ARV above.

<u>No Warranty</u>. Except with respect to any warranty issued from the Prize manufacturer, each Prize is awarded by RSA without warranty of any kind, express or implied, without limitation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RSA HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, EXCEPT WHERE THIS WOULD BE CONTRARY TO NATIONAL, FEDERAL, STATE, PROVINCIAL, OR LOCAL LAWS OR REGULATIONS. RSA shall have no responsibility or obligation to a winner or potential winner who is unable or unavailable to accept or utilize the Prize as described herein.

**6. GENERAL PRIZE CONDITIONS**: Prior to awarding any prize, RSA, in its sole discretion, may require entrant to sign and/or return an affidavit of eligibility, publicity release, any required tax forms, and a liability release benefiting RSA (collectively "<u>Prize Claim Documents</u>"). Failure to return any of the Prize Claim Documents completed and fully executed within ten (10) days of prize notification and receiving such Prize Claim Documents (or a shorter time if required by exigencies), except where prohibited by applicable law, may cause the Prize to be forfeited (Disqualified). Once returned fully executed and verified by RSA, RSA will declare the winner. A photocopy, scanned version, or facsimile of any signed Prize Claim Documents is as valid as if signed with an original signature.

By accepting the Prize, each randomly selected winner agrees and acknowledges the Prize will not and does not in any way influence any decision in doing business with Sweepstakes Entities, and that the Prize was not given in connection with or related to any sale or commercial transaction or promise related thereto.

**Prize Delivery.** Within six (6) weeks after RSA declares an entrant a winner, the Prize will be mailed to that winner's home address as provided on the Prize Claim Documents. RSA will generally be responsible for mailing costs of delivering the prize to winner's USA residence or other location acceptable to RSA. No PO boxes are permitted. Except as described, all other handling, taxes, charges, costs, and fees associated with the delivery, acceptance, receipt and use of the prize are the responsibility of the winner.

**Publicity Release.** Acceptance of a prize constitutes Prize winner's permission for RSA and its designees to use Prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising, marketing, trade and/or publicity purposes in connection with the Sweepstakes throughout the universe and in all forms of media now known or hereafter developed, in perpetuity, and without further compensation, incentive, consideration, consent or review, unless prohibited by law.

**7. SWEEPSTAKES ENTITIES NOT RESPONSIBLE OR LIABLE:** Entrants agree that the Sweepstakes Entities: **[1]** shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession, loss and/or use or misuse of any prize, except to the extent prohibited by law, and **[2]** have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

**Release of Sweepstakes Entities.** Without limiting the generality of the foregoing, and whether caused by the entrant, another party, or any persons at or associated with the Entries, survey, or Website, or Sweepstakes Entities, Sweepstakes Entities are not responsible for and are released from any liability associated with: incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions, Entries, or prize related notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, mistyped, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for any unauthorized human intervention; or for any failure to accurately capture of information; or for inability of Entrant to timely enter, receive notices, communicate with RSA or Sweepstakes Entities, or use or accept a Prize; or for any delays in scheduling, performance of and/or completion of any procedures associated with the Sweepstakes, or for any printing or typographical errors in any materials associated with the Sweepstakes; or for any events beyond Sweepstakes Entities' reasonable control including by way of example, as may result in disruptions, injuries, losses or damages associated with the Sweepstakes.

**Force Majeure:** If the performance of this Sweepstakes or of any obligation hereunder, including by way of example, the issuance of the Prize and its use or attempted use by winner is prevented by a force majeure event ("Force Majeure"), i.e., an act of God, war, force of law, strikes, power failure, inclement weather, industrial dispute, currency fluctuations and restrictions, epidemic, flood, fire, hardware and/or software failure, domestic or foreign terrorism, or any condition or event beyond the reasonable control of Sweepstakes Entities, Sweepstakes Entities shall be excused from such performance to the extent of such prevention, restrictions or interference as determined by RSA. Any such Force Majeure event shall not be considered a breach of these Rules.

**8. GENERAL TERMS:** RSA reserves the right to remove any entrant from the Sweepstakes for violation of these terms and conditions of use, or if entry in the Sweepstakes violates the laws applicable in the jurisdiction where the entrant is employed or lives. No mechanically reproduced, forged, robotic, programmed, script, macro, softwaregenerated or other automated or third party or multiple entries (or portions thereof) in excess of those permitted hereunder (collectively "<u>Automated Entries</u>") are permitted. RSA will disqualify all Entries it determines were submitted as Automated Entries. RSA reserves the right in its sole discretion to disqualify any individual who is found in RSA's sole judgment to be tampering with the entry process or the operation of the Sweepstakes, the drawing, submission of Entries, or the Website, to be acting in violation of these Rules, or to be acting in an  $(y, 16.1.160204)^3$  Page 4 of 6 unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and RSA reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Incomplete entries or registrations, or the use of false personal information may disqualify an Entrant and their Entry.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, ONE OR MORE ENTRIES, OR THE SELECTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RSA RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Modify Sweepstakes.** RSA reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond RSA's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If RSA is prevented from awarding a Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, RSA shall have the right to modify, suspend, or terminate the Sweepstakes. For any cancellation, termination or suspension, or any changes made to these Rules, notice thereof will be announced by emailing all Participants having submitted an Entry, and/or by posting the information on the Website. If RSA decides to reconvene the Sweepstakes after a suspension, the determination of the Prize winner will be made from among all eligible, non-suspect Entries and registrations received as of the date of the suspension, as RSA determines in its sole discretion. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of RSA.

**Interpreting the Rules.** If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Failure to enforce any term of these Rules shall not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. Any discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Websites, any website associated with the Sweepstakes, the survey, and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

**9. TAXES:** The value of the Prize may be taxable to the winner as income. ALL TAXES OF ANY KIND WHICH INCLUDES BY WAY OF EXAMPLE, TAXES LEVIED IN CONNECTION WITH THE PRIZE BY ANY FEDERAL OR STATE GOVERNMENT, MUNICIPALITY, ETC., ARE THE SOLE RESPONSIBILITY OF THE WINNER. Nonetheless, the selected entrant must submit any tax documentation or tax information requested by Sweepstakes Entities regardless of whether requested before or after the prize is distributed by RSA. If a selected entrant fails to provide appropriate documentation or comply with such laws, the Prize may be forfeited (Disqualified) and RSA may, in its sole discretion, select an alternative entrant. Prize may be subject to tax withholding by RSA regardless of residency. If required to do so by applicable law, Sweepstakes Entities may withhold, reduce any prize, or charge prize winner (before or after a Prize is distributed) in order to fulfill any tax withholding requirements imposed by on RSA by the IRS or other relevant tax authority. Prize winner will indemnify Sweepstakes Entities for any costs, charges and taxes associated with the Prize.

Information contained in these Rules is not intended to offer tax, accounting or legal advice. As with all matters of a tax or legal nature, before accepting the prize you should consult with your own tax expert or legal counsel for advice.

**10. LIMITS ON JUDICIAL RECOURSE & REMEDIES:** Sweepstakes takes place in the United States and shall be construed in accordance with applicable U.S. federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Entrant's rights and

obligations, or the rights and obligations of the Sweepstakes Entities in connection with the Sweepstakes, shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**Damages; Disputes.** Participants agree that: **[a]** any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts, U.S.A. **[b]** ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS DIRECTLY INCURRED UP TO USD\$250, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES BUT IN NO EVENT ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO, CLAIM, PUNITIVE, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN OUT-OF-POCKET EXPENSES MENTIONED ABOVE, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY TO YOU.

11. ENTRANTS PERSONAL INFORMATION: Except as may described herein, information collected from entrants is subject to the Privacy Policy which can be found at the following URL: <u>http://www.emc.com/legal/emc-corporation-privacy-statement.htm</u>. Participants agree that personal data, especially name, telephone number and email address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and survey, and any other purposes outlined in these Rules. The data may also be used by RSA in order to check participants' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Sweepstakes. Participants have a right to access any personal data held by RSA by writing to RSA at the address listed in the opening paragraph. If participant's data is not provided, participant's Entry will be ineligible. If entrant decides later that entrant doesn't want to receive such e-mail communication entrant will be given an opportunity to opt out at a later date.

**12. WINNER / RULES:** For the name of the winner and/or a copy of these Rules, please send a self-addressed stamped envelope with your request to: RSA THREAT DETECTION 2016 SURVEY SWEEPSTAKES – Rules/Winner Request, c/o RSA Security LLC, 174 Middlesex Turnpike, Bedford, MA 01730 U.S.A. Attn: J. Maczuba (return postage not required for Vermont residents or residents outside the U.S.A.). Requests must be received by August 30, 2016.

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