

## OFFICIAL SWEEPSTAKES RULES

**NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO SPICEWORKS REGISTERED COMMUNITY USERS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES OR CANADA WHO ARE 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. THE PROMOTION IS INTENDED FOR LOCATIONS WHERE SWEEPSTAKES ARE NOT PROHIBITED BY LAW AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE PROMOTION UNLESS YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW AND ARE PHYSICALLY LOCATED IN THE UNITED STATES OR CANADA AT A LOCATION (STATE, COUNTY, PROVINCE AND CITY) WHERE SWEEPSTAKES ARE NOT PROHIBITED AT THE TIME OF ENTRY.**

1. **PROMOTION PERIOD:** The entry period for the “VMware On The Air Sweepstakes” (“**Sweepstakes**”) begins on January 12, 2021 at 9:00 a.m. Central Time and ends on January 20, 2021 at 11:00 a.m. Central Time (the “**Sweepstakes Period**”). Winner will be randomly selected within 3 business days after the Sweepstakes Period from all eligible entries as more fully set forth below. By participating in the Sweepstakes, each entrant (or his/her parent or legal guardian if entrant is deemed a minor in his/her state of residence) unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and the decisions of Spiceworks, Inc. (“**Sponsor**”), which shall be final and binding in all respects.
2. **ELIGIBILITY:** Open only to Spiceworks Registered Community Users who are legal residents of the United States or Canada (excluding residents of locations where sweepstakes are restricted or not permitted), and who are 18 years of age or older as of date of entry. A Spiceworks Registered Community User (“**User**”) is a person who has joined the Spiceworks community at <http://www.spiceworks.com/community/> before the start of the Sweepstakes Period. There is no cost or future obligation to become a Spiceworks Registered Community User and there is no purchase required. Employees, consultants, officers, and directors of Sponsor VMware, their respective parent companies, affiliates, subsidiaries, promotion partners or agencies and members of the immediate family or household of anyone so employed (collectively, the “**Sweepstakes Entities**”) and Green Guys/Gals are NOT eligible to enter the Sweepstakes or win a prize. The Sweepstakes is void where prohibited by law.
3. **HOW TO ENTER:** In order to enter the Sweepstakes - Entry Method One – While logged into the Spiceworks Community (<http://www.spiceworks.com/community/>), register and attend the VMware “Hybrid Cloud Powered by HCI” On The Air Series” on January 20, 2021 at 10:00 a.m. Central Time (<https://assets.spiceworks.com/research/hybrid-cloud-powered-by-hci-182924>).

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Please note that the Sweepstakes registration form includes contact information and VMware may contact you. If you do not wish to hear from them, just let them know or simply do not enter the Sweepstakes.

*Entry Method Two* – Users may send a 3x5 card (one per each entrant per envelope for each entry for this Sweepstakes Period) with the words “VMware Hybrid Cloud

Powered by HCI On The Air Sweepstakes" and the User's valid name, Spiceworks User Name, email address, company name, mailing address and contact phone # to: "VMware Hybrid Cloud Powered by HCI On The Air Sweepstakes", c/o Spiceworks, Inc., Attention: Legal Department, 3700 N. Capital of Texas Highway, Suite 100, Austin, TX 78746.

Entrants may use either Entry Method One or Entry Method Two but cannot use both. There is a maximum of one (1) entry allowed per person across all entry methods. If a person enters more than once (for either or both entry methods) then all of their entries will be ineligible. All entries must be received by January 20, 2021 at 11:00 a.m. Central Time in order to be included in the Sweepstakes (see Rule 5 for details of drawing). Users are responsible for entries arriving before the cut-off time and assume all risk of postal delivery delays that might cause entries to arrive too late.

Sponsor reserves the right to stop taking entries early and award the prizes to those who have validly entered as of this earlier termination date. Sponsor also reserves the right to extend or modify the Sweepstakes. The Sponsor's database clock will be the official time keeper for this Sweepstakes. All entries become the property of the Sweepstakes Entities and may be used by such without compensation or attribution back to the User who posted the entry. By participating in the Sweepstakes, you are acknowledging and consenting to the unrestricted future use by the Sweepstakes Entities of your entry. No mechanically reproduced, illegible, or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. The use of any device to automate the entry process (other than licensing servers via Entry Method One) is prohibited. NOTE: Entry must be made by the entrant personally. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified from this Sweepstakes.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the website, to be acting in violation of these Official Sweepstakes Rules, or to be acting in an 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 Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Information collected in connection with this Sweepstakes may be shared with the other "Sweepstakes Entities" (defined in section 2 above), and in such event, such Sweepstakes Entities will use such information in accordance with the Sponsor's Privacy Policy, which may be found at <http://www.spiceworks.com/privacy/>. By accepting a prize, each verified winner (or his/her parent or legal guardian if winner is a minor) hereby grants Sponsor the right, but not the obligation, to the use of her or his name, picture, likeness, voice, address (city and state), company name and any statements made or attributed to such winner (collectively, "Attributes") for advertising and promotional purposes in any and all media including, without limitation, on a website owned or operated by one of the Sweepstakes Entities and in other promotional materials, without further notice, review or approval, and without further compensation, and releases, discharges and holds harmless the Sweepstakes Entities from and against all claims arising out of the use of such Attributes.

4. PRIZES and ODDS: One (1) prize winner will be selected from all eligible entries as set forth below and will receive one (1) Powerbeats Pro Wireless Earphones ([https://www.amazon.com/dp/B07R5QD598/?coliid=I2SA6NB7ZVUATX&colid=PY2220D802B7&psc=1&ref\\_=lv\\_ov\\_lig\\_dp\\_it](https://www.amazon.com/dp/B07R5QD598/?coliid=I2SA6NB7ZVUATX&colid=PY2220D802B7&psc=1&ref_=lv_ov_lig_dp_it)) (approximate retail value \$199.95 USD).

Prizes are non-transferable and may not be sold, redeemed for cash or otherwise substituted except as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable for any reason. Total retail value of all prizes in this Sweepstakes is \$199.95 USD. Odds of winning a prize depend on the number of eligible entries received in accordance with these Official Sweepstakes Rules during the Sweepstakes Period. All prizes will be awarded provided they are claimed properly in accordance with these Official Sweepstakes Rules. Winner shall be solely responsible for all federal, state and/or local income taxes on prizes and any expenses in excess of the prize amount. The Grand Prize winner may be asked to return a complete and accurate W9 form to Sponsor in order to claim their prize. **Limit one (1) prize, in total, for this Sweepstakes Period.**

5. WINNER SELECTION AND NOTIFICATION: The winner will be selected at random within 3 business days from the end of the Sweepstakes Period from all eligible entries received for this Sweepstakes. The potential winners will be posted on the Sweepstakes discussion thread in the Contests Group within 3 business days of the drawing and will be notified by personal message to the User in the Spiceworks Community. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond as directed within five (5) days following the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in a random drawing from among the remaining eligible entries. If necessary, Sponsor will successively attempt to contact up to two (2) potential alternate winners of each prize in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, the applicable prize may go un-awarded. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Sweepstakes Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected in the manner described above. If the potential winner resides in Canada, he or she must correctly answer a four part math question in order to be eligible to receive the prize. Confirmed winners must allow 6-8 weeks for their prize to be delivered.
6. GENERAL RELEASE: By participating, each entrant (or his/her parent or legal guardian if entrant is a minor) agrees that Sweepstakes Entities, their respective parent, subsidiary and affiliated companies, licensees and assigns and their respective officers, directors, employees, agents and representatives, shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Sponsor website or participating in the Sweepstakes or in the Spiceworks Community, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost,

damaged or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, video incompatibility, websites, or other connections; or for miscommunications, failed, jumbled, 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 the incorrect or inaccurate capture of information, or the failure to capture any information. By accepting a prize, each winner (or his/her parent or legal guardian if winner is a minor) acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. In the event of a dispute as to the identity of the entrant, an entry will be deemed submitted by the authorized account holder of the User account from which it was sent, provided such account holder must still meet the eligibility requirements for the Sweepstakes. A potential winner (or his/her parent or legal guardian if winner is a minor) may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the User account in the Spiceworks Community associated with the winning entry. A potential winner (or his/her parent or legal guardian if winner is a minor) will be required to sign a written affidavit/release confirming s/he is the authorized account holder in order to receive his/her prize if requested by Sponsor. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible and the potential winner will forfeit the prize. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes if, for any reason, the Sweepstakes is not capable of being executed as planned or 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 Sponsor's reasonable 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 the Sweepstakes is terminated before the designated end date, Sponsor will select the winners in a random drawing from all eligible, non-suspect entries received for as of the date/time of termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Sweepstakes Rules will be awarded. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Sweepstakes 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.

7. WINNERS LIST: The potential winner will be posted on the Spiceworks Community website in the Sweepstakes discussion thread in the Contests Group within 6 business days of the end of the Sweepstakes Period. Alternatively, entrants may send a self-addressed, stamped envelope, along with a written request to receive the winners list of "Hybrid Cloud Powered by HCI On The Air Sweepstakes" to: Winners of "VMware Hybrid Cloud Powered by HCI On The Air Sweepstakes", c/o Spiceworks, Inc., Attention: Legal Department, 3700 N. Capital of Texas Highway, Suite 100, Austin, TX 78746. All requests must be received within one (1) month following the end of the Sweepstakes Period.

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