

The Summer SIEM Challenge Official Rules

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE CONTEST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE CONTEST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Summer SIEM Challenge consists of 10 separate, weekly quizzes (each a “Contest”). The Summer SIEM Challenge shall begin at 3:00 p.m. PST on July 21, 2020 and will end at 6:00 p.m. PST on September 25, 2020. The start and end date of each Contest (each, a “Contest Period”) is set forth in Section 4.

The Contests are sponsored by Exabeam, Inc. (the “Contest Sponsor”). Girls Who Code, Inc., Google, LLC, Sony Electronics Inc., LE Electronics USA, Inc., SZ DJI Technology Co., Ltd., Philips (Signify Netherlands B.V.), Ray-Ban (Luxottica USA LLC S.p.A), Nintendo of America, Inc., Facebook Technologies, LLC, and Herman Miller, Inc. and each of their respective owners, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “COMPANIES”) will have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. The Companies have not offered or sponsored this Contest in any way.

- 1. How to Enter:** All individuals with access to a Contest entry quiz, which will be disseminated through social media or e-mail, during its corresponding Contest Period (“Contestant”) will have the option to be entered into the Contest. Each Contest is limited to one (1) entry per person during the Contest Period(s) set forth in Section 4. Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. Submitted entries will not be acknowledged. Proof of submission of an entry does not constitute proof of receipt by Contest Sponsor. All entries are subject to the Contest Sponsor’s [Privacy Policy](#) and [Terms of Use](#).
- 2. Prize:** There will be one (1) winner for each of the ten Contests. Winners will be selected in accordance with Section 4.

The prizes for each Contest are as follows:

Contest Name	Prize	ARV
Weekly Quiz #1	Google Nest Hub Max & Nest Wifi Router and point	\$229.00 \$269.00
Weekly Quiz #2	Sony Headphones	\$279.99
Weekly Quiz #3	LG 29WK600-W 29" UltraWide 21:9 WFHD (2560	\$320.00

	x 1080) IPS Monitor with HDR10 and FreeSync	
Weekly Quiz #4	DJI - Mavic Mini Quadcopter with Remote Controller	\$399.00
Weekly Quiz #5	Phillips Hue Smart Lights & Philips Hue Smart Hub	\$129.99 \$55.00
Weekly Quiz #6	Ray-Ban Sunglasses Gift Card	\$350.00
Weekly Quiz #7	Nintendo Switch Lite	\$299.99
Weekly Quiz #8	The Oculus Rift VR Headset	\$399.00
Weekly Quiz #9	Aeron Chair	\$1,185.00
Weekly Quiz #10	Aeron Chair	\$1,185.00

In addition, \$10.00 USD will be donated to Girls Who Code, Inc. for each valid Contest entry, up to \$5,000.00 USD total for the Summer SIEM Challenge.

- (a) The Contest Sponsor is under no obligation to accommodate any requested changes to the prize. Receipt and use of the prize is subject to the terms and conditions set forth in these Official Rules, and those set forth by the manufacturer and/or provider of the prize. Restrictions, conditions and limitations may apply. By accepting the prize, the winners agree to abide by any terms, conditions and restrictions from the manufacturer and/or provider of the prize. The Contest Sponsor is not responsible if the winners do not the prize in accordance with its documentation.
- (b) Odds of winning are affected by the number of eligible entries received by the Contest Sponsor. Total ARV of all prizes is \$5,100.97 excluding donations to charity. Total ARV of all prizes is \$10,100.97, including the maximum number of donations to charity. The actual number of prizes awarded is based on the number of eligible entries received. There is no substitution, cash equivalent or transfer of prizes allowed. Winners will be solely responsible for all expenses not expressly described herein. The Contest Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. In order to receive a prize, winners may be required to provide proof of identification or eligibility. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners. The winners of the prize will be issued a 1099 U.S. Tax Form for the retail value of the prize.

3. Eligibility: Each Contest is open to Contestants who (a) have access to the Contest entry quiz during the Contest Period; and (b) are the age of majority in the applicable jurisdiction in which such individual resides at the time of entry.

Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in a Contest, each entrant accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that s/he is eligible to participate in such Contest. Except for the Contestants who meet the eligibility requirements above, employees, independent contractors, officers, and directors of the Contest Sponsor, its affiliates and subsidiaries and their immediate family members and persons living in the same household, are not eligible to participate in the Contests. CONTEST(S) IS VOID WHERE

PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, provincial/territorial and local laws and regulations.

4. Selection of Winners:

The Contest Periods for each of the ten Contests are set forth below:

Contest Name	Start Date (each, a Contest Start Date")	End Date (each, a "Contest End Date")
Weekly Quiz #1	3:00 p.m. PST on July 21, 2020	6:00 p.m. PST on July 24, 2020
Weekly Quiz #2	9:00 a.m. PST on July 27, 2020	6:00 p.m. PST on July 31, 2020
Weekly Quiz #3	9:00 a.m. PST on August 3, 2020	6:00 p.m. PST on August 7, 2020
Weekly Quiz #4	9:00 a.m. PST on August 10, 2020	6:00 p.m. PST on August 14, 2020
Weekly Quiz #5	9:00 a.m. PST on August 17, 2020	6:00 p.m. PST on August 21, 2020
Weekly Quiz #6	9:00 a.m. PST on August 24, 2020	6:00 p.m. PST on August 28, 2020
Weekly Quiz #7	9:00 a.m. PST on August 31, 2020	6:00 p.m. PST on September 4, 2020
Weekly Quiz #8	9:00 a.m. PST on September 7, 2020	6:00 p.m. PST on September 11, 2020
Weekly Quiz #9	9:00 a.m. PST on September 14, 2020	6:00 p.m. PST on September 18, 2020
Weekly Quiz #10	9:00 a.m. PST on September 21, 2020	6:00 p.m. PST on September 25, 2020

A SUBMISSION TO ONE CONTEST DOES SHALL NOT CONSTITUTE A SUBMISSION TO ANOTHER.

There will be one (1) winner for each of the ten Contests. For each Contest, the winner will be a Contestant that (a) has completed the corresponding Summer SIEM Weekly Challenge quiz; (b) has answered all question(s) correctly*; and (c) has submitted valid contact information and meets the eligibility requirements set forth in Section 3. In the event two or more Contestants meet the criteria set forth in items (a)-(c) of this paragraph for any given Contest, Contest Sponsor shall randomly select a winner from those Contestants meeting such criteria. Participation in a Contest is voluntary and does not require you to purchase anything from the Contest Sponsor.

*Contest Sponsor will determine, using its own defined criteria, whether answers are correct and will score the quiz results.

Winners shall be notified via e-mail within five (5) days of the Contest End Date.

In the event a winner does not accept the prize within three (3) business days of such notice, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be contacted. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. The winners agree to the use of his/her name, address (by reference only to the state, province, county or region), likeness, and/or prize information by Contest Sponsor for promotional purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the winners and guests of the winners may be required to sign and return a Publicity Consent and Liability Release.

5. Conditions: The Contest Sponsor, the Companies their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim and exclude, to the fullest extent permitted by law all liability arising from or relating to: (a) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (b) telephone, electronic, hardware or software program, network, Internet,

computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Contest Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, or claim for contribution, or otherwise; or (f) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Contest Sponsor will select the winners from all eligible, non-suspect entries received prior to such occurrence. Participants represent and warrant to the Contest Sponsor that they have obtained their employer's permission before participating to the Contest. By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, or claim for contribution, or otherwise. Nothing in these Official Rules will in any way exclude or limit a party's liability to the other party for any matter for which it would be illegal to exclude or attempt to exclude or limit its liability. This Contest shall be governed by California law, without regard to its conflict of laws provisions.

6. Arbitration:

- (a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Contest Sponsor, whether arising out of or relating to these Official Rules, the Contest, your participation in the Contest, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by participating in the Contest, you and Contest Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.
- (b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU AND CONTEST SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CONTEST SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER***

ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

- (c) Pre-Arbitration Dispute Resolution: Contest Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Contest Sponsor's support team at info@exabeam.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Contest Sponsor should be sent to Exabeam, Inc., Attn: Legal, 2 Waters Park Dr., San Mateo, CA 94403, USA ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Contest Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Contest Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Contest Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Contest Sponsor is entitled.
- (d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- (e) Unless Contest Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Contest Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- (f) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.
- (g) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

- (h) **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
- (i) **Conflict:** In the event of any conflict between any term or condition in this Section and any term or condition in our [Terms of Use](#), then the applicable term or condition in this Section shall apply.

7. **Winners List:** For the name of the winners, send a self-addressed envelope (postage not required) within ninety (90) days of the Contest End Date to the Contest Sponsor marked “Summer SIEM Challenge”.

8. **Contest Sponsor:**

Exabeam, Inc.
1051 E. Hillsdale Blvd., Fourth Floor
Foster City, California 94404
USA

9. **Notice:** The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

10. Copyright © 2018 Exabeam, Inc. All rights reserved. Exabeam, Inc. and the associated logo are registered trademarks of Exabeam, Inc. and its affiliates. Any other trademarks (including without limitation any trademarks of the Companies) in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.