

Chronosphere
KubeCon 2022 | October 24th-28th
Official Virtual Promotion Rules

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS IN NO WAY SPONSORED BY, ENDORSED BY, ADMINISTERED BY, OR ASSOCIATED WITH KUBECON| CLOUDNATIVECON NORTH AMERICA 2022.**

2. **AGREEMENT TO OFFICIAL RULES:** Participation in the Promotion constitutes entrant's full and unconditional acceptance of these official rules ("Official Rules") and the decisions of Sponsor and its Promotion administrators, which are final and binding in all aspects.

3. **ENTRY PERIOD:** The Chronosphere Virtual Promotion ("Promotion") sponsored by Chronosphere, Inc., ("Sponsor") begins on October 24th at 6:00 AM (ET) and ends on the earlier of (i) October 28th, 2022 at 5 PM ET, at or (ii) when all of the prizes have been claimed ("Entry Period"). Sponsor's computer will be the official clock for the Promotion. All entries must be received during the Entry Period to be eligible to enter the Promotion or win a prize. All times in these Official Rules are Pacific Time.

4. **ELIGIBILITY:** The Promotion is open to legal residents of the 50 United States (collectively "**Eligibility Area**") who are 18 years of age or older or who have reached the age of majority in their jurisdiction of residence as of the date of entry. Employees, contractors, consultants, officers, directors and agents (and their immediate families and household members regardless of where they live), or members of the same households, whether related or not, of Sponsor, its parent, subsidiaries, agents, promotional partners, advertising/promotion agencies, and prize suppliers ("**Sponsor Entities**"), as well as any employees or agents of a Sponsor competitor, are not eligible to participate in the Promotion or win any prize. Employees or officials of any government entity are not eligible to participate or win a prize. Failure to meet the eligibility requirements will result in an entry being invalid and forfeiture of any prize. Individuals outside of the Eligibility Area are not eligible to participate or win a prize. Sponsor reserves the right to disqualify any entrant that Sponsor determines could potentially reflect negatively on Sponsor's image. **VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW.** The Promotion is subject to applicable laws.

5. **TO ENTER:** During the Entry Period, visit <https://go.chronosphere.io/kubecon-2022> complete the form, and subscribe to Chronosphere's email subscription list. Limit of one (1) entry per person during the Entry Period, regardless of the method of entry. Entry information becomes the property of Sponsor and will not be acknowledged or returned. Entries will be disqualified if they are late, incomplete and/or in excess of the stated entry limits. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void.

6. **PRIZE DETAILS:**

(a) One (1) Grand Prize winner will receive one (1) Ultimate Gaming System to include a gaming computer, headset, keyboard, mouse, mousepad, and gift card to STEAM (total \$3,000 retail value). Approximately 2,000 prize winners will receive one of the following prizes: Atari Lego set (valued at \$250), T-shirt, Hoodie, Socks, pins, and stickers, up to the limit of prizes available. Any prize details not specified herein will be determined by Sponsor in its sole discretion. Prizes are not transferable, assignable or refundable and cannot be substituted for cash. Except for Charitable Donations as set forth below, prizes must be accepted as awarded. Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules.

(b) 3 digital participants of O11Y Legend video game will be eligible to receive a \$100 gift card to STEAM. All players are entered into a drawing for a \$50 gift card to STEAM. All gift cards for digital entries will be selected on October 31, 2022 and delivered by email within 48 hours via a valid e-mail address provided upon game play.

WINNER NOTIFICATION AND ANNOUNCEMENT: Each eligible entrant will be allowed to play one time to receive a pair of socks and/or a T Shirt (if a demo is watched and subject to prize availability and limits, as specified above) and to be entered to win the grand prize. One Atari Lego set (valued at \$250) will be given away daily in a random drawing October 26-28th between the hours of 4:40 PM ET and 8:00PM ET. Entrants must be present to win. Times will be posted in the booth at the event.

One Grand Prize winner will be announced on October 31, 2022 and the potential winner will be notified by Chronosphere by email or phone within 48 hours. The potential winners will also be contacted by email on or about the same date as their name is announced during the Promotion. Sponsor will not be liable for any potential prize notification that is lost, intercepted, or not received by any potential winner for any reason. If a potential winner cannot be contacted within five (5) days after the first attempt to contact the winner, the Sponsor may select an alternate potential winner from the remaining eligible entries. If a potential winner is unable to accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. There is a limit of one (1) prize per entrant. You need not be physically present to win.

7. **PRIZE CONDITIONS:** Prizes are limited in quantity and are subject to availability at the time of entry in the Promotion. Sponsor is not responsible for lost or stolen prize elements. Prizes may be reported as income to a winner and the winner will be responsible for all taxes associated with the receipt of any prize. Winners may be required to complete required tax forms or other documents requested within the time period stipulated by Sponsor[1] [DF2] r. Winners may be responsible for any costs and expenses not listed herein. Charitable Donations are deemed made by Sponsor and are not subject to any tax write-off or benefit for entrant or any third party. Winners will receive their prizes within 30 days of the relevant prize closing date unless notified otherwise. Sponsor reserves the right to cancel if the fairness of the Promotion is compromised. Proof of identity, age and/or legal residence may be required to claim the prize. Failure to comply with any of the requirements set forth in the Official Rules may result in disqualification or forfeiture of the prize.

8. **ODDS OF WINNING:** Odds of winning will depend on the number of valid entries received during the Entry Period.

9. **CONDUCT:** By participating in this Promotion, entrant: (a) fully and unconditionally agrees to be bound by these Official Rules and by all decisions of Sponsor (which decisions shall be final and binding in all respects), including without limitation decisions regarding eligibility, winners, and the interpretation of terms used in these Official Rules; (b) represent and warrant that all information provided by entrant in connection with the Promotion is true, accurate, and complete; (c) agrees to comply with all federal, state, local, territorial, and provincial laws and regulations. Sponsor reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible to participate in the Promotion or any future Sponsor promotions, any individual it suspects: (i) to be tampering with the entry process or the operation of the Promotion or any website, (ii) to be acting in violation of the Official Rules or Sponsor's Privacy Policy or other terms, conditions, or guidelines; (iii) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person; (iv) to have failed to agree to these Official Rules; or (v) to be in violation of these Official Rules. Any attempt by an entrant or any other individual to deliberately damage any Internet site or undermine the legitimate operation of the Promotion is a violation of these Official Rules as well as criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible entrant and other responsible individuals in the attempted damage to the fullest extent permitted by law, including without limitation criminal prosecution.

10. **RELEASE AND INDEMNIFICATION:** By entering the Promotion, each entrant, for entrant and entrant’s heirs, executors, administrators, successors, and assigns forever and irrevocably release and agree to indemnify and hold the Sponsor Entities, and each of their respective officers, directors, employees, agents, successors and assigns (collectively, the “**Releasees**”) harmless from and against any and all losses, damages, rights, claims, and actions or any kind arising in whole or in part, directly or indirectly, from the Promotion, attendance or participation in any Promotion-related activity, or resulting directly or indirectly from the acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy and the collection, use, and/or sharing by Sponsor of personally identifiable information of the entrants, or for any printing, typographical, or human error.

11. **LIMITATION OF LIABILITY:** IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ATTORNEYS FEES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO ANY ACCESS TO AND/OR USE OF ANY WEBSITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE, THE REMOVAL FROM ANY WEBSITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR ATTENDANCE OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION. THE PROMOTION, ALL PRIZES AND ALL MATERIALS PROVIDED ON OR THROUGH THE PROMOTION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ENTRANT AGREES THAT IN ANY CLAIM OR CAUSE OF ACTION, THE RELEASEES’ TOTAL AGGREGATE LIABILITY WILL BE LIMITED TO ENTRANT’S COST OF ENTERING AND PARTICIPATING IN THE PROMOTION.

12. **PRIVACY:** Information submitted in connection with the Promotion will be treated in accordance with these Official Rules and Sponsor’s Privacy Policy (as may be amended from time to time), currently located at <https://chronosphere.io/privacy/>, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By entering the Promotion, you agree that Sponsor may share your personal information with Sponsor Entities for the purpose of verification and prize fulfillments in the event that you are chosen as a potential winner.

13. **SEVERABILITY:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning, intent, or interpretation of these Official Rules or any provision thereof.

14. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, actual or alleged claims, and causes of action at law or in equity, (“**Claims**”) will be resolved individually, without resort to any form of class action. Claims arising out of or relating to this Promotion, including without limitation, the interpretation of these Official Rules or any prize awarded will be resolved by applying the laws of New York, without regard to conflict of laws. Claims will be solely and exclusively brought in the state or federal courts located in New York, NY.

15. **PROMOTION RESULTS:** To receive the name, city and state of the winner, you can send an email to events@chronosphere.io with the subject, “KubeCon 2022 Promotion” Requests must be received within four (4) weeks of the end of the Entry Period.

16. **SPONSOR CONTACT INFORMATION:** Chronosphere, Inc., Attn: Marketing Department, events@chronosphere.io Chronosphere 69 Charlton St, Unit 402, New York, NY 10014,

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17. **GENERAL CONDITIONS:** Sponsor Entities and Internet/wireless access providers are not responsible for incomplete, late, lost, misdirected or postage-due entries or mail, or for any technical malfunction, human error, lost or delayed data transmission, omission, interruption, deletion, and defect or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, and incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Rules. Sponsor Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Promotion. Although Sponsor attempts to ensure the integrity of the Promotion, Sponsor Entities are not responsible for the actions of entrants or other individuals in connection with the Promotion, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Sponsor Entities are not responsible for injury or damage to entrant's or to any other person's computer, wireless devices, other equipment or person, related to or resulting from participation in the Promotion or downloading materials from or using any website. In the event of any conflict between any details contained in these Official Rules and details contained in any Promotion advertising materials, the details of the Promotion as set forth in these Official Rules shall prevail. If, for any reason, the Promotion is not capable of running as planned by reason of an insufficient number of eligible entries, damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, marketplace demands, applicable law, unforeseen obstacles or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Promotion, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Promotion, and to select the prize winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Screenshots or any other evidence of entry submission will not be deemed receipt of any such entry. Entry must be made by the entrant and via the means described herein. No entrant is a winner until such entry has been verified and entrant has complied with these Official Rules. In the event of a dispute as to any online entry, if any, the authorized account holder of the e-mail address used to enter the Promotion will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

@lawyers do we have this paperwork that they need to sign so we are proactive?

[DF2]For prizes is valued \$600 or greater (i.e., the grand prize winner), Chronosphere is responsible for issuing an IRS 1099-Misc. income tax form to the winner and the IRS.

This form should be provided by the finance department.