

## Veeam Prize Terms and Conditions

In order to determine your eligibility to receive the zero-gravity experience prize (“**Prize**”) supplied by Veeam Software (“Veeam”) for the 200k Customer Celebration Contest (“**Contest**”), Veeam requires that you review and agree to the following terms and conditions before Veeam awards the Prize:

“Participant” is an individual person who registered for the Contest.

The Prize shall consist of the following items:

- 1) One (1) Zero-gravity flight - Weightless flight to include 15 parabolic maneuvers creating 20-30 seconds of weightlessness each.
- 2) Professional photos and video of zero-gravity experience.
- 3) One (1) round-way ticket: from the country of your residence to the city of zero-gravity flight - and back. The flight will take place in the U.S.A. The city of the zero-gravity flight will be specified at the end of the competition. Participants are required to organize their application to the U.S.A visa if necessary on their own expense.
- 4) Three (3) Room nights at a Hotel covering the night of arrival, the night of taking zero-gravity flight and the night before taking trip back to your home city.

### ELIGIBILITY.

- Entrants must be eighteen (18) years age or more (and capable of entering into legal agreements) by the contest closing date. Employees of Veeam and their immediate families are NOT eligible to participate in this contest.
- You confirm that you are not a resident of Burma (Myanmar), Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of the Sudan, Syria, or any other country with which the United States may prohibit export transactions.
- You confirm that your employer does not prohibit you from accepting the Prize from Veeam.
- By accepting this Prize, you understand that you are not obligated whatsoever to purchase or recommend any products from Veeam.
- You agree that Veeam shall have the right to use your name, biographical information (such as age, occupation, and town of residence), photograph, image, likeness and statements relating to the contest for advertising, publicity and marketing purposes without additional compensation or prior notice.
- You have advised Veeam of anything that may impact your participation in the contest prize drawing.
- You may be disqualified from participating in the contest prize drawing if you breach any of the terms and conditions listed here.
- Events may occur that make the awarding of the Prize impractical or inappropriate due to unforeseen circumstances or reasons beyond the control of Veeam or for Veeam business reasons. In this situation, Veeam may vary or amend the Prize to provide a reasonable alternative and you agree that no liability shall attach to Veeam or parties connected to Veeam as a result.

### WIN CONDITIONS.

- The winner of the Prize will be chosen randomly at Veeam’s sole discretion.
- The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or any other prize.
- Veeam reserves the right to substitute the Prize with an alternative prize of similar value in the event the original prize offered is not available.
- You will be notified via email or phone if you are a winner of the Prize. You must accept the Prize within 2 days from receipt of notification. If you do not accept the Prize within 2 days of notification, you will automatically forfeit the Prize and Veeam will re-draw, and so on until another winner is confirmed.
- By entering the Contest, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your prize entry.
- Veeam accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Contest or accepting the prize.
- You assume full responsibility for your actions and you freely chose to incur any and all risks and dangers connected

with riding the ride at Zero Gravity. All participants will be required to review and sign a waiver prior to flight.

- Any valuation of the Prizes stated above is based on available information provided to Veeam. The value of the Prizes will be taxable to winner as income. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these Terms and Conditions are solely the winner's responsibility. Winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide the Administrator or Sponsor with valid identification and a signed IRS Form W-9 before any Prize will be awarded. United States residents that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. You must contact your own tax advisor for any questions concerning taxes. You understand that you might be required to pay for receiving the prize, according to your country's laws and regulations. Veeam is not responsible for any of such costs.
- **Medical Condition.** You affirmatively represent to Veeam that you do not have any type of heart condition; you have never had neck or back surgery or had any serious injuries to your neck or back; you are not pregnant; you are not intoxicated or under the influence or control of any drugs; and you do not have any other medical or physical condition that would preclude you from participating in bungee jumping activities. You understand that no employee of Veeam is qualified to give advice about any past or current medical condition. If you have any question about your condition you have sought independent medical advice before you dive.
- You confirm that you have read, understood and agreed to participate in the Prize on the terms and conditions set out in this agreement, and, to the extent permitted by applicable laws, you waive all rights, release, hold harmless and discharge Veeam, and any parties connected to Veeam, any persons or entities acting on such parties' behalf from all liabilities in connection with your voluntary participation in the Prize.

**OTHER CONDITIONS.**

- All federal, state and local laws and regulations apply. Veeam reserves the right, at its sole discretion, to modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Veeam's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these terms and conditions, or (c) the Contest is otherwise not capable of running as planned by Veeam. In the event of modification or suspension, Veeam shall award the Prizes to a winner to be selected in a random drawing from among the remaining uncorrupted eligible entries. By entering, entrants agree to release and hold harmless Veeam and its respective parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or acceptance or use of any Prize or participation in any Contest-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

By signing below, I agree to the terms and conditions of this Agreement. The effective date of this Agreement will be the date entered below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date