

# **Terms and Conditions**

In order to determine your eligibility to receive the prize (**"Prize"**) supplied by Veeam Software ("Veeam") for "Veeam The World" 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 Prizes shall consist of only one of the following items:

I. "Main Prize" – only one (1) winner will receive the Main Prize.

- Shopping spree for Home Lab: the winner is granted up to a total of \$10,000 USD or local currency equivalent to choose the components of the Home Lab similar to listed below:
  - HP ProLiant Server
  - IOSafe Fireproof SSD
  - Synology DS1515
  - LinkSys Route
  - 1 TB SSD hard drive
  - VMUG advantage
  - Ultra-wide monitor
  - SuperMicro Super Server
  - Surface
  - Ipad
  - MacBook

#### Or,

II. "Second Prize"- only seven (7) winners will receive the Prize.

- The Prize will consist of the kit which includes the following items:
- Best Practice Book (online version) + a USB stick with Veeam Endpoint Backup<sup>™</sup> FREE
- Livescribe 3 smartpen
- Apple watch
- Sphero BB-8<sup>™</sup> App-Enabled Droid<sup>™</sup> by Sphero
- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR CLAIM A PRIZE. Buying will not help you win. Your chances of winning without making a purchase are the same as the chances of someone who makes a purchase.
- The Contest commences 11:59:59 p.m. UTC on December 1, 2015 and ends 11:59:59 p.m. UTC on December 20, 2015 (the "Promotion Period"). During the Promotion Period: complete an official entry form in the manner(s) listed below. All entries must be received by 11:59:59 p.m. UTC on December 22, 2015.

## ELIGIBILITY.

• Contest is open to individuals who are at least 18 years of age or older at the time of entry, legally residing in any country except for 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.

Employees of Veeam and its entities, immediate families and individuals living in the same household with such employees, are not eligible to enter or win the Contest. Void where prohibited or otherwise restricted by law.

- You confirm that your employer does not prohibit you from accepting the Prize from Veeam.
- You confirm that you are eighteen (18) years of age or more (and capable of entering into legal agreements).
- 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 prize 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 herein.
- You may not make any public statements or release any other information relating to the contest prize to the media without Veeam's prior written approval.
- 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 Main Prize will be chosen randomly at Veeam's sole discretion.
- The winner(s) of the Second Prize will be chosen randomly at Veeam's sole discretion.
- If event were no exact winner can be identified, the winner will be selected by way of a random draw from all entries that fall under the Win Conditions and in accordance with these Terms and Conditions.
- The winner will be notified by email and/or by phone (if provided). The winner must accept the Prize within 2 days of notification. If the winner does not accept the Prize within 2 days of notification the winner will automatically forfeit the prize and Veeam will re-draw, and so on until a winner is confirmed.
- 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 in the event the original prize offered is not available.
- 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 contest 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 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.
- 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 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.

I hereby accept these terms and conditions:

Printed Name:	Signature:

Date:\_\_\_\_\_