

## #CiscoLive Hat Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

This Contest (the "Contest") opens on 4 May 2020 at 11 Pacific Time and ends on 21 May 2020 at 11:59 Pacific Time, or if earlier, until there are no more available prizes (the "Contest Period"). Entry into this Contest is acceptance of these Official Rules. This Contest is sponsored by Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134 USA ("Sponsor" or "Cisco").

### 1. ELIGIBILITY.

This Contest is open to participants ("Participants" or "you") who are age 18 years or older at the time of entry. This Contest is not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Contest; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s). This Contest is not open to individuals in the province of Quebec in Canada. In addition, residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are not eligible to participate. This Contest is void in these countries and where otherwise prohibited or restricted by law.

### 2. HOW TO ENTER.

[INSTRUCTIONS TO CISCO PERSONNEL: Insert the step-by-step process for how to enter your promotion. Be as detailed as possible, so participants know exactly what they need to do to register. Below is sample language highlighted in green, which you can use as a starting point, and revise as needed.]

To enter the Contest, submit a #CiscoLive 2020 Celebration Hat design that you have personally created graphically, with GIPHY pieces on your photo or with physical materials for a hat, per the instructions and process described below; and follow the additional instructions at <http://cs.co/2020Contest> (the "Contest Site").

At the Contest Site, you will be asked to follow these steps:

**Step One – Create** your #CiscoLive hat design. Follow the instruction at the Contest Site for options on creating your hat design for submission

**Step Two – Upload your Photo or Graphic:** Follow the instructions at the Contest Site to upload your Photo. Your Photo of your hand drawn or physically created hat or graphic design along with the #CiscoLive #CiscoLiveHat hashtags and @CiscoLive mention collectively consist of your "Submission."

**Step Three – Entry Review:** Sponsor in its discretion may review your Submission, to help ensure that it complies with these Official Rules. While your Submission is undergoing review, it is not yet considered a valid entry into the Contest.

Your Submission must also comply with all "Additional Conditions" described below (e.g., regarding originality, third party rights, and permissions and releases, etc.).

Submissions not meeting the requirements as set forth in these Official Rules or the instructions on the Contest Site, or that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor in its sole discretion, will not be eligible for judging and will be disqualified. All Submissions suspected by Sponsor of violating the proprietary rights of any third party (including intellectual property rights and rights of privacy/publicity), or any local, state or federal law(s) will be disqualified, at Sponsor's discretion. Posting of a Submission on the Contest Site by Sponsor does not mean the Submission has been deemed by Sponsor to be in compliance with these Official Rules.

The Sponsor's clock is the official time keeping device for this Contest. Submissions must be received by the date and time listed above to qualify. No hand, mail or email deliveries will be accepted.

Once you register and upload your Submission in the Contest, you may not further modify or edit your Submission. The person named on the social media account for the Submission will be deemed the Participant. In the event of dispute regarding the identity of a Participant, the dispute will be resolved in favor of the individual who is the "authorized email account holder" of the email address connected to the social media account. "Authorized email account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. Neither Sponsor nor any of its agents or affiliates will be liable for any disputes between collaborators related to a Submission.

Each Participant can submit more than one Submission; but the same Submission may not be registered for this Contest more than once.

Entries must be received during the Contest Period. Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, and/or unintelligible entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry. Only complete valid entries will be accepted. Sponsor will not verify receipt of entries. Participants must provide all information requested to be eligible to win. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Incomplete, unreadable, or unintelligible entries, in the sole discretion of Sponsor, will be disqualified. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

## **JUDGING CRITERIA**

Phase 1: Submissions will be judged by the Cisco Live social media team based on the following for the selection of the four finalists:

All entries will be judged by the social media team, using the following criteria:

- Number of Submission "Likes" on submitted social media community (10%);
- Creativity (40%); and
- Originality and Relevance to Contest Theme of the Cisco Live Celebration hat, as determined by the social media team (50%). We are looking for unique, creative and compelling entry submissions reflecting the Cisco Live theme of PossibilITies and the fun creative styles of Cisco Live Celebration hats of previous years.

In the case of a tie, the participant whose photo received the highest score in the "Relevance and Originality to Contest Theme" category will be deemed the winner.]

The judging will take place on or about 20 May 2020.

Phase 2: The four finalist will then be voted on by the social media community on Twitter, Facebook and Instagram between 20-21 May. The social media Community voting will be combined across all social channels; there will not be one winner per social channel.

**PRIZES.** Subject to the terms of these Official Rules, once confirmed by Sponsor, the winner(s) will receive the following:

One (1) first prize winner will receive [Sonos speakers](#) with approximate retail value (ARV) of US\$400. Prize fulfillment may take 30 days.

Limit one (1) prize per Participant. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed by Winner. Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s) in Sponsor's sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

**NOTIFICATION OF WINNER(S).** Winners will be notified by phone, mail and/or email, at Sponsor's discretion. Sponsor's decision will be final in all matters. Sponsor may also send potential winner(s) a declaration of eligibility / liability / publicity release ("Release"). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The prize may be forfeited and, in such case, an alternate potential winner may in Sponsor's discretion be selected from among the remaining eligible entries (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Prizes will be sent to winner as quickly as practicable following notification (and receipt of any Release and related document, if applicable).

#### **CONTENT AND LICENSE TERMS.**

**Originality:** By participating in this Contest, Participant warrants and represents that his or her Photo:

- is original and has been legally created, and that Participant owns all rights to the Photo;
- does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
- has not been entered in any previous contest or won any previous award;
- has not been published or distributed previously in any media; and
- complies in all respects with the requirements set out in these Official Rules.

**Third Party Rights.** While Photos may show products from Sponsor and its affiliates (i.e. Linksys, Scientific Atlanta cable boxes), the Photo must not include the Cisco logo unless it is physically part of a Cisco product. The Photo must not depict recognizable third party marks, copyrights, brands or other property, unless Participant has obtained all proper licenses. The Photo must not contain any elements that would infringe upon any third party's rights (intellectual property or otherwise), and must not include any commercial content that: (1) promotes any product or service, other than one owned or branded by Sponsor, or (2) disparages Sponsor, its affiliates, partners, customers, competitors or any third party in any way. All trademarks, service marks, copyrighted materials, and venues must be generic in nature. Sponsor's determination as to whether Participant's Submission potentially violates the rights of any third party is final.

#### **Permissions and Releases.**

Participant acknowledge and agrees that he or she is responsible for obtaining any and all documents and authorizations necessary to take the Photo and submit it to Sponsor in connection with this Contest, including but not limited to publicity releases, permits and venue permissions, as may be necessary; and Participant represents and warrants that he or she has done so and can make written copies of such permissions available to Sponsor upon request.

Participant specifically represents and warrants that he or she has obtained permission from each person whose name, image and likeness ("Likeness") is included in the Photo, and that such person(s) has/have granted Participant all necessary rights to use the person's Likeness as described in these rules, and that Participant can make written copies of such permissions available to Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor.

The Photo must be produced using non-union talent or talent that has not been and is not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Photo.

Participant represents and warrants that he or she has obtained written permission, if taking the Photo on private property not owned or controlled by Participant, where such permission is required.

**Additional Content Limitations.** The Photo must not include anything in its theme or language that would offend parents whose young children view the Photo, and must not include any nudity, sex, explicit activity, violence or drug use, nor any references to same.

**License Grant.** By uploading a Submission, Participant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional, irrevocable and perpetual right and permission, royalty-free, to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), for any purpose, the Participant's Photo and any materials contained therein, including, but not limited to, the Participant's Likeness, and/or statements regarding his/her participation in this Contest (with or without using the Participant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Participant, or any other party. Participant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Submission, and agrees not to sue or assert any claim against Sponsor for the use of the Submission or Participant's Likeness or statements. The grant of rights under these Official Rules includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights" ("Moral Rights"). If Moral Rights cannot be assigned under applicable law, then to the full extent allowed by law, Participant hereby waives such Moral Rights in favor of Sponsor and consents to any action of Sponsor which would violate such Moral Rights in the absence of such consent.

#### **GENERAL CONDITIONS.**

The Contest is subject to applicable federal, state and local laws, and these Official Rules.

Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation for the approximate retail value of any awarded prize.

Participant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.

Following the Contest Period, Sponsor shall not be required to retain records of any Entries.

By participating, Participant hereby: (a) agrees bound by these Official Rules, and the decisions of Sponsor, which shall be final and binding; and (b) waives any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Once submitted, an Entry cannot be deleted or cancelled.

If any prize involves travel, all potential winners are responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.

Participant acknowledges and agrees that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Contest. All warranties are hereby disclaimed; and each potential winner will accept the Prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned 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 address.

Subject to applicable law, Sponsor reserves the right in its discretion, to (a) cancel, terminate, modify or suspend this Contest and these Official Rules, for any reason, at any time and without any liability, and (b) limit or restrict participation in the Contest, upon notice.

All Participants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in trade promotions or acceptance of promotional prizes; and by entering this Contest, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant is not permitted to accept any received prize, then the Participant may return such prize to Sponsor; and Sponsor will refund the cost of shipment, as appropriate.

Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Contest is prohibited. To the extent the Contest uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Contest is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Sponsor reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Sponsor reserves the right to cancel the Contest should it suspect fraud or for reasons out of the control of Sponsor. Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of California. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest administration; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) other factors beyond Sponsor's reasonable control. Sponsor is not responsible for injury or damage to any Participant's or any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site.

If for any reason the Contest is not capable of running as planned by Sponsor, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. If Contest is cancelled prior to the end of the Contest Period, for the reasons stated above, notice will be posted on the Contest website; and some or all of the prizes may, in Sponsor's sole discretion, be awarded to potential winners to be selected (using the judging criteria described above) from among all the remaining uncorrupted entries received up until the time of modification or cancellation.

Sponsor shall not be liable to any Participant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Sponsor, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsor's control.

**LIMITATIONS OF LIABILITY AND RELEASE.** PARTICIPANT AGREES THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING

WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND IN CONNECTION WITH THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

**PUBLICITY.** Participant acknowledges and agrees that Sponsor may use the Contest (including any submission) for publicity, advertising or other marketing purposes, in any media, and may use the name, likeness, and hometown name and/or prize information of potential winners as part of that publicity, without additional compensation to the potential winners.

**PRIVACY.** All personal information collected by Sponsor will be used for the administration of the Contest and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <http://cisco.com/web/siteassets/legal/privacy.html> for important information regarding the collection, use and disclosure of personal information by Sponsor.

**OFFICIAL RULES AND WINNERS' LIST.** For a copy of these Official Rules or the names of winners, please send your request and a self-addressed, stamped envelope to Kathleen Mudge at Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134 USA or email 'cisco\_social\_media\_for\_events@external.cisco.com'. Winners list to be available approximately ten days after the Contest Period.

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