Official Terms & Conditions

VOID WHERE PROHIBITED.

ENTRY IN THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL TERMS AND CONDITIONS.

PROMOTION DESCRIPTION. The Red Hat Online Partner Enablement Network (OPEN) Summer Contest ("Promotion") is open only to active Red Hat Global System Integrators with an active account in Red Hat Connect for Business Partners. This Promotion is offered by Red Hat, Ltd. (Sponsor) as a way of rewarding it's Global System Integrators for completion of Red Hat OPEN accreditations. "Accreditation Completion" is defined as completing course content and passing the accompanying assessment(s). The promotion will apply to all Sales Engineer and Delivery accreditations (including elective accreditations) offered via the Red Hat Online Partner Enablement Network (OPEN).

TERM. Offer valid July 1, 2017 through August 31, 2017 ("Promotion Period").

ELIGIBILITY. To be eligible to participate in the Promotion, at the time you participate, you must:

- (i) be a current employee of a Red Hat Global System Integrator in the eligible countries listed below and duly authorized to participate in the Promotion.
- (ii) have access to the Red Hat Connect for Business partners portal https://partnercenter.force.com/s/Homepage
- (iii) be a resident of one the following countries:

Red Hat EMEA Region: Australia, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom.

Red Hat APAC: China, Japan, South Korea, India, Singapore, Taiwan

Red Hat LATAM: Mexico, Argentina, Brazil

Red Hat NA: United States, Canada (excluding Quebec)

(iv) be above the age of majority in your jurisdiction of legal residence ("Participant"). Employees of Red Hat and each of its respective affiliated companies, subsidiaries, advertising or promotional agencies, and other agents, and the immediate family members of, and any persons domiciled with, such employees are NOT eligible to participate and to receive a Prize. Government employees and or Officials and their household are not eligible to participate in the Promotion and to receive a Prize. Contractors (non full-time employees) and partner associates who influence purchasing decisions for government agencies are not eligible to receive a Gift.

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a gift. You further warrant that your actions do not violate your employer's or company's policies and procedures and are not otherwise prohibited by law or regulation.

HOW TO PARTICIPATE. Visit the Promotional page during the Promotional Period, Read and all terms and conditions. Once you successfully complete one of the accreditations from the Red Hat OPEN Course catalogue, you will be rewarded. Accreditation competition will be tracked via internal Red Hat reporting tools.

PRIZES. After end of the Promotional Period, August 31, 2017 we will export the report of all completed Red Hat OPEN accreditations and send you the Amazon voucher. We will exclude all the course accreditations completed prior or after the promotion period. Maximum amount of successfully completed accreditations is one (1).

(1) Prize with an Approximate Retail Value ("ARV") 25 US Dollars. The Prize is subject to availability and while supplies last. Only available to the first **500** participants. Sponsor reserves the right to substitute a prize of equal or greater value. No transfer, substitution, assignment or cash redemption of prizes is permitted, except by sponsors, in its sole discretion.

Participant will receive the prize per mail (to email address that he/she provided when registered for the contest) during 4 weeks after contest completion date (August 31st). Participant is solely responsible for any expenses, including payment taxes or customs fees, if any, arising out of, or resulting from, shipping, acceptance or use of the prize. Sponsor will not replace any lost or stolen Prizes. ALL PRIZES SHALL BE ACCEPTED ON AN "AS IS" BASIS AND FOR WHICH sponsors MAKES NO WARRANTIES OR REPRESENTATIONS NOR ACCEPTS ANY RESPONSIBILITY. Any trademarks associated with the prizes awarded under this Promotion are registered or unregistered trademarks of their owners, who are not affiliated with nor have endorsed this Promotion. Prizes awarded under this Promotion may be subject to restrictions and

licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The prize recipient shall bear all responsibility for use of such prize in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance.

GENERAL TERMS. The following terms and conditions apply to each Participant: By participating in the Promotion, you agree to comply with and be bound by these Terms and Conditions and be bound by the decisions of the Sponsor, which shall be final. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the operation of the Promotion or the Website; (b) violating these Official Terms and Conditions; or (c) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

The Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion without notice. By participating, Participant releases and holds harmless the Sponsor, its affiliated, parent, and subsidiary companies, its employees, agents and officers, advertising and promotion agencies, as well as all others associated with the development and execution of the Promotion, from and against any and all liability with respect to or in any way arising from the Promotion.

By submitting a Participation form in connection with this Promotion, Participant agrees to be bound by these terms and that the decisions of the Sponsor are final on all matters relating to the Promotion.

If you have other questions regarding the promotion and the Sponsor's privacy policy, please contact the Sponsor (<u>open-program@redhat.com</u>) or your regional partner helpdesk:

Asia Pacific <u>apac-partner-helpdesk@redhat.com</u>

Japan <u>partnercenter-jp@redhat.com</u>

Europe, Middle East and Africa emea-partner-team@redhat.com

Latin America latam-partner-helpdesk@redhat.com

North America <u>na-partner-helpdesk@redhat.com</u>

In the event the Promotion is not capable of running as planned as the result of bugs, virus, non-authorized human intervention, tampering, technical failures, fraud, or other causes beyond the reasonable control of sponsors that corrupts or impairs the administration, security, fairness, integrity or proper operation of the Promotion, sponsors reserves the right in its sole discretion to cancel, suspend, modify or terminate the Promotion. Should the Promotion be terminated prior to the stated expiration date, sponsors reserves the right to award prizes based on the submissions received before the termination date. Any attempt to deliberately damage the content or operation of the Promotion is unlawful and subject to legal action by sponsors or its agents.