

Element of Protection: The Zero-Day Dilemma Giveaway 2021

TERMS AND CONDITIONS

1. **SPONSOR:** The sponsor of this giveaway is Hewlett Packard Enterprise Company (“HPE”), 11445 Compaq Center West Drive, Houston, Texas 77070.
2. **INTRODUCTION:** HPE invites the *Element of Protection: The Zero-Day Dilemma* (“Event”) attendees to participate in the HPE Element of Protection: The Zero-Day Dilemma Giveaway (“Program”) for a chance to win a hardcover copy of the book “This Is How They Tell Me the World Will End: The Cyber Weapons Arms Race” by Nicole Perlroth (“Prize”), subject to the terms and conditions below (“Terms and Conditions”). By participating in the Program, participants affirm that they have read, accepted, and agree to waive any right to claim any ambiguity or error in these Terms and Conditions or the entry itself and agree to be bound by these Terms and Conditions and HPE’s decisions, which are final and binding in all respects. HPE reserves the right to review, modify, extend or discontinue any and/or all aspects of the Program, including these Terms and Conditions, at any time without prior notice. The Program is subject to federal, state, and local laws and regulations and is void where prohibited.
3. **PROGRAM PERIOD:** The Program begins on October 21, 2021 at 10:00 AM Pacific Time and ends at 5:00 PM Pacific Time on November 21, 2021, or when the Program budget has been reached, whichever is earlier (the “Program Period”). Entries submitted before or after the Program Period will not be eligible. HPE’s computer is the official time-keeping device for the Program.
4. **ELIGIBILITY:** NO HPE PRODUCT OR SERVICE PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The Program is open only to participants eighteen (18) years of age and older who are residents of the United States and attendees of the Event. Void in Puerto Rico, U.S. territories and possessions, and where prohibited by law. Employees, contractors, and contingent workers of HPE, its subsidiaries, affiliates, their immediate family and household members are not eligible. Employees of the following entities are ineligible for this promotion: National/federal, state, and local government entities, public higher education institutions, and private or public K-12 educational institutions and libraries and their board members, employees, officers, representatives, agents, consultants and independent contractors. HPE shall determine Program eligibility in its sole and absolute discretion.
5. **HOW TO ENTER:** By (i) attending the Event, and (ii) completing and submitting the Event survey during the Program Period, participants may be considered eligible for the Prize. LIMIT ONE (1) PRIZE PER PERSON/ENTRY WHILE SUPPLIES LAST. The Prize is subject to these Terms and Conditions. In order to enter the Program, participants must attend the Event and fill out and submit the Event survey via the links provided by HPE.
6. **PRIZE:** Interested parties who merely submit an entry are not guaranteed a Prize. The total estimated retail value of each Prize is USD \$30.86. HPE will give away a total of two hundred (200) Prizes, with a total estimated retail value of USD \$6,172.00. The Program budget will not exceed USD \$6,172.00 in total and will be allocated on a first come first serve basis. HPE reserves the right to distribute Prizes until the budget is reached. Prizes

will be awarded to the two hundred (200) participants who complete an eligible entry first in time during the Program Period. Odds of winning depend on the total number of eligible entries received during the Program Period. Should you be awarded a Prize, you will be contacted via the email address used in your entry method and asked to provide a mailing address. It shall be your responsibility to claim the Prize within fifteen (15) days of notification from HPE. Failure to do so will result in forfeiture of the Prize, and an alternate winner may be selected from among the remaining eligible entries.

There will be no substitution, cash redemption or transfer of Prizes, except in HPE's sole discretion. The Prize may not be used for resale or distribution. Taxes and duties, if any, are winner's responsibility. Each participant is limited to one (1) Prize only and any entries submitted after a participant has already received a Prize will not be an eligible entry. Any Prize details not specified herein will be determined by HPE in its sole discretion. HPE reserves the right to not fulfill your Prize in the event that the Prize is not certified in your country. Due to abuse, we cannot provide Prizes to individuals who submitted their entry with Yahoo, Gmail, Hotmail, and other email domains not registered to your company. Please speak directly to your HPE representative if you have any questions. All third party trademarks are the property of their respective owners.

7. **DISQUALIFICATION:** HPE reserves the right to disqualify any participant and any entries at any time or during any phase of the Program for any reason whatsoever at its sole discretion. Without limiting the foregoing, HPE reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Program or any website related to the Program; to be acting in violation of these Terms and Conditions; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any person participating in or connected with the Program. Any attempt by you to obtain more than the stated number of entries by using multiple or different identities, or any other prohibited methods will void your entry and you shall be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. HPE's server shall be the official time stamp for the purposes of determining the validity of any participation in the Program (where applicable).

8. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in this Program, to the maximum extent permitted by applicable laws, you release and discharge HPE from any and all liability resulting from late, lost, delayed, stolen, misdirected, unreadable, incorrect, inaccurate, garbled, unintelligible or postage due communications, including without limitation, entry and Program information, regardless of the method of transmission. By participating in the Program, you agree that HPE shall not be liable for, and, to the maximum extent permitted by applicable laws, you shall release and hold HPE, its affiliates, subsidiaries, licensees, officers, directors, agents, representatives and employees (collectively, "Released Parties"), harmless from, any and all losses, injuries, claims, and/or causes of action arising out of participation in the Program, the content of any entries, and/or receipt or use of any Prize. You waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. You also agree that the Released Parties are not responsible or liable for any injury or damage to your or third person's computer and/or its contents, related to or resulting from any part of the Program.

9. **PRIVACY:** By participating in the Program and providing HPE with your personal data, you consent to the use of your data by HPE for purposes of conducting this Program in accordance with these Terms and Conditions and subject to HPE's Privacy Statement, available at <https://www.hpe.com/us/en/legal/privacy.html>.
10. **ENGLISH LANGUAGE:** HPE and the Program participants confirm that it is their wish that the Terms and Conditions, as well as any other documents relating to the Terms and Conditions or the Program, including notices, schedules, exhibits and authorizations, have been and shall be drawn up in the English language only. HPE et les participants au programme confirment qu'ils souhaitent que les conditions générales, ainsi que tout autre document relatif aux conditions générales ou au programme, y compris les avis, les horaires, les expositions et les autorisations, aient été et soient rédigés en la langue anglaise uniquement.
11. **GOVERNING LAW:** The Terms and Conditions shall be governed by and construed under the laws of the State of California without regard to conflict of laws principles. Any dispute under the Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of the State of California. You irrevocably waive any objection on the grounds of venue, *forum non-conveniens* or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and consent to the jurisdiction of the courts of the State of California. You further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to the Terms and Conditions.