

## OpenStack Foundation “Survey Sweepstakes” Official Rules

THIS SWEEPSTAKES SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY TEXAS AND UNITED STATES LAW. VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR OTHERWISE PROHIBITED OR RESTRICTED BY LAW.

**NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER.

**1. ELIGIBILITY:** The OpenStack Foundation’s “Survey Sweepstakes” (referred to as the “Sweepstakes” or the “Promotion”) is offered and open only to those individuals, 18 years or older at time of entry, who have completed the survey posted at <https://www.surveymonkey.com/s/OpenStackJobAnalysisSurvey> and provided their email address prior to 11:59pm CT on August 14, 2015. Employees, officers and directors of the OpenStack Foundation (“Sponsor”), advertising and promotion agencies, prize suppliers, and those individuals and entities involved in the preparation of materials for, administration and/or execution of this Promotion (all collectively the “Promotion Entities”), and the immediate family members (defined as parents, children, siblings and spouse, including step relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Promotion.

**2. PROMOTION PERIOD:** Promotion starts on or about 12:00 a.m. Central Time (“CT”) on July 23, 2015 and ends at 11:59 p.m. CT on August 14, 2015 (“Promotion Period”). All time referenced herein is U.S. Central Time. Sponsor’s clock/server is the official time-keeping device for this Promotion.

**3. HOW TO ENTER:** During the Promotion Period, visit <https://www.surveymonkey.com/s/OpenStackJobAnalysisSurvey> and follow the instructions to participate in the OpenStack Job Analysis survey (“survey”) in order to receive an entry into this Promotion (“entry”). No purchase or other consideration is required in order to complete the survey. *Survey may take up to approx. 15-20 minutes to complete and must be completed in full, in good faith to be eligible for entry.* **Limit one (1) entry per person, and/or per computer or household address.** All survey entries must be received during the Promotion Period. Once submitted, survey/entry cannot be modified, deleted or cancelled. Entries become the property of Sponsor and will not be returned. Sponsor reserves the right, at its reasonable discretion to immediately refuse, disqualify, or withdraw any entry and/or entrants at any time during or after the Promotion. Without limiting the foregoing, if at any time an entrant and/or winner is found to have breached, violated or failed to comply with these Official Rules (or any subsequent agreement), in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all prizes to Sponsor (if applicable). Surveys/entries that are untimely, incomplete, obscene, offensive, derogatory, that are/appear to be lacking good faith, are/appear not to be submitted in the spirit of the Promotion, or are otherwise non-compliant will be disqualified and are void.

Entrants may not enter through a sweepstakes club (or similar method), with multiple identities, e-mail and/or street addresses, nor shall entrants use any other device or artifice to enter more

than the permitted number of times. Any entrant who engages in cheating, uses fraudulent entry methods, or otherwise attempts to participate multiple times, or with multiple e-mail and/or addresses, under multiple identities will be disqualified. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used in connection with the entry will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder who received the email survey invitation directly from Sponsor. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Promotion Entities assume no responsibility for: lost, late, delayed, incomplete, inaccurate, stolen, misdirected, or illegible surveys/entries; computer/server, telephone, network, electronic, digital, wireless or Internet hardware or software malfunctions, failures, connection problems, or unavailability; garbled, corrupt, or jumbled transmissions; incompatibility; service provider, Internet, Web site, user, net inaccessibility or unavailability; congestion; technical errors; unauthorized human intervention; human errors; or the delayed, incorrect or inaccurate capture of survey, entry or other information, or failure to capture any such information. Proof that you uploaded a survey/entry is not proof of its receipt or eligibility for the Promotion.

**4. DRAWING:** A random drawing will be conducted by Sponsor (or its authorized representative) from among all eligible entries received during the Promotion Period on or about five working days following the end of the Promotion Period. Winners will be notified by telephone, email or mail (at Sponsor's discretion) on or within ten (10) business days of the drawing, using the contact information provided at time of entry. Potential winners may be required to complete, have notarized and return a Declaration of Eligibility and Liability/Publicity Release within the time specified in order to receive the applicable prize, subject to compliance with these Official Rules and confirmation of eligibility.

#### **5. PRIZE/ODDS:**

**(5) American Express gift cards (worth \$500).** Odds of winning depend on the number of eligible entries received during the Promotion Period. Limit one (1) prize per person, or household address.

No transfer, assignment or substitution of prize (in whole or in part) is allowed. Sponsor reserves the right to substitute a similar prize of equal or greater value. Prizes are not redeemable for cash. All federal, state and local taxes, if any, are the sole responsibility of the winners. In the event that technological, programming, erroneous communications or other errors cause more than the stated number of prizes as indicated in these Official Rules, to be sent as notifications, distributed, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated number of prizes by random drawing among all eligible claimants. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

**6. GENERAL:** In the event of noncompliance, if a potential winner cannot be reached on or within two (2) attempts, or if required Release documentation is not returned as requested, or if potential winner is non-compliant, disqualification and prize forfeiture will result and an alternate potential winner may be selected. If a prize or prize notification is returned, unclaimed,

undeliverable or un-awarded for any reason beyond the control of Sponsor, such returned, unclaimed, undeliverable, or un-awarded prizes will be forfeited and will not be (re)awarded. BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART OUT OF DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES, ACCESS TO ANY WEB SITES, AND/OR PARTICIPATION IN THIS PROMOTION OR ANY ELEMENT THEREOF. Entrants and winners covenant not to sue any released party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. By entering and/or accepting a prize, entrants and winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name, image, likeness, voice, hometown, survey responses and/or biographical information in any and all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval. Any depiction of prizes in advertising or promotional materials is for illustrative purposes only and depicted prizes may not be the actual prizes awarded.

**GENERAL CONDITIONS: EU Residents Only:** For the purposes of this Promotion, Participants' personal information and entrant information may be stored and processed on servers outside of the European Economic Area. Entrants explicitly consent to the transfer of their data collected in connection with participation in the Promotion to countries outside the European Economic Area, including the U.S. Entrants acknowledge that these countries may not provide for the same level of data protection as applicable in the EU. However, wherever the Sponsor or its agents process information, they will use their reasonable endeavors to ensure that the information is protected at all times in accordance with strict data protection standards in accordance with the Sponsor's established privacy policy. Participants have the right to request a copy of the personal information that the Sponsor holds on them and to have any errors in that information corrected.

THESE OFFICIAL RULES SHALL GOVERN THE PROMOTION, INCLUDING BUT NOT LIMITED TO ENTRY, PARTICIPATION, ELIGIBILITY TO RECEIVE A PRIZE, AND PARTICIPANTS AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE SITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE AND/OR PRIVACY POLICY AT OPENSTACK.ORG. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND/OR COMMUNICATION, THESE OFFICIAL RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE PROMOTION. If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

**7. LIMITATIONS OF LIABILITY:** Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, cheating, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, or any element thereof, and select the winners by random from eligible, non-suspect entries received prior to the action or as otherwise may be deemed equitable by Sponsor. Promotion Entities shall not be liable to winners or any other person for failure to execute the Promotion or any element thereof, or supply a prize by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber attacks, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Promotion Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of participation in the Promotion or any element thereof, prize related activities, access to, and use of, any communications networks, participating internet site(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on the web sites are 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.

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a neutral one-person arbitration panel located in Travis County, Texas

**8. WINNERS LIST:** For the name(s) of winner(s), send a self-addressed, stamped envelope to: The OpenStack Foundation, "Survey Sweepstakes" Winner List Request, PO Box 1903, Austin, TX. Requests must be received on or by September 15, 2015. Limit one request per person, or per household address.