
Holiday Gifting Meeting Maker Program

Official Rules and Regulations

No Purchase Necessary to Enter or Win

1. ELIGIBILITY. The Holiday Gifting Meeting Maker Program ("Contest") is open to legal residents of the United States, District of Columbia, and Canada, who are 18 years of age or older at the time of entry and who are not excluded due to ineligibility.

The following are ineligible: employees of Veeam Software Corporation, and its related entities (collectively, "Veeam") and their immediate families (parent, child, sibling, and any of their respective spouses), as well as any household members of any of the foregoing (whether or not related) and any person who has won a prize in any Contest conducted by Veeam in the past twelve (12) months.

The Contest is governed by U.S. law and is subject to all applicable federal, state, and local laws and regulations. Void in Florida, New York, Puerto Rico, Quebec, Rhode Island, and U.S. territories where such Contests are prohibited or restricted by law.

By entering the Contest, participants agree that they comply with the eligibility criteria and agree to be bound by all terms of these "Official Rules." Veeam reserves the right to refuse to award the Prize (described in Section 5 below) to anyone which it, in its sole discretion, deems to be in violation of the Official Rules.

You agree that Veeam shall have the right to use your name, biographical information (such as age, occupation, and address), photograph, image, likeness, and statements relating to the Contest or the Prize (as defined herein) for advertising, publicity and marketing purposes, and a background check without additional compensation or prior notice to you (as further described in Section 3 below).

You may not make any public statements or release any other information relating to the 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.

2. HOW TO ENTER. To enter the Contest, participants must attend a meeting with a Veeam sales rep. Participants may enter the Contest beginning at 12:01a.m. Eastern Time ("ET") on Monday, November 13, 2023 until 11:59p.m. Eastern Time ("ET") on Sunday, December 31, 2023 ("Entry Period"). No other methods of entry will be accepted.

To be eligible, entries must be submitted and received during the Entry Period. Veeam's computer is the official time clock. Entries must be submitted in the name of an eligible living person. All entries become the property of Veeam and will not be acknowledged. Proof of submitting an entry does not constitute proof that Veeam received the entry in the Contest.

Limit: one (1) entry per person/email address. Multiple entries received in violation of the entry limitation, false or deceptive acts or entries, or entries generated by script, macro, or other automated means will be void, will render a participant ineligible, and may result in participant no longer being allowed to enter Veeam's Contest, contests, or other promotions in the future, at Veeam's sole discretion.

Veeam and its employees, officers, directors, representatives, partners, and agents (collectively, the "Released Parties") are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate, or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network, cable, satellite, Internet service provider, telephone, telephone lines or other connection issues, or any other non-controllable acts concerning a website, failed, incomplete, garbled or delayed computer transmissions, or other problems of any kind which may limit or affect a person's ability to participate in the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes, or in any Contest-related materials. Veeam reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel, or suspend the Contest. In the event of termination, Veeam reserves the right, at its sole discretion, to award the prizes from among all non-suspect eligible entries received up to the time of such action.

3. PUBLICITY AND DATA PROTECTION. By entering, you agree that Veeam shall have the right to collect, retain, and use your personal information to the extent necessary to process and contact you about the Contest, and conduct a background check if you are selected as a potential winner. All personal information will be used



solely for the purposes of administering the Contest. Participants in the Contest may also voluntarily opt in to Veeam marketing related activities. Opting in to Veeam marketing related activities is not required to win the contest Prize and in no way will impact a participant's ability to win the contest Prize. By opting into marketing related activities, you also agree that, without additional compensation or prior notice, Veeam shall have the right to:

- use your personal information and/or likeness for advertising, publicity and marketing purposes in connection to the Contest;
- send you additional marketing communications and information related to Veeam products; and
- share your personal information with Veeam's partners for one of the forgoing purposes.

Entrants can read more about Veeam's Privacy Notice, which governs use of all personal information you provide at <https://www.veeam.com/privacy-notice.html>. If you do not want Veeam to use your personal information to contact you with information about the Contest, please do not enter the Contest.

4. HOW TO WIN; ODDS OF WINNING: Between November 13, 2023 and December 31, 2023, "winners" who complete a meeting with a Veeam sales rep (when verified by Veeam as described here, the "Winners,") will be able to choose from one of four gifts (limited quantities are available) (as described in section 5) from among all eligible entries received during the Entry Period. To receive a gift, participants must complete a meeting with a Veeam sales rep.

Each participant may only complete one meeting with Veeam and receive one gift. No additional attempts will be allowed. Any Winner will be notified by Veeam via email and must meet all eligibility requirements, including a timely reply to Veeam's notification and the execution and return of all necessary releases and documents required by Veeam (including, without limitation, tax reporting forms).

Winning is contingent upon fulfilling all requirements.

Veeam has the right to conduct a background check of the Winners, including without limitation, civil and criminal court and police records, and the Winners agree to provide necessary information to assist Veeam with a background check. If the Winners have been convicted of a felony or misdemeanor, charged with or accused of engaging in any activities involving moral turpitude, harm to children, or any other activity that conflicts with Veeam's image, Veeam reserves the right to disqualify the Winners.

In Veeam's sole discretion, disqualification may result, and an alternate Winner may be chosen, if any Winner (i) fails to respond to the notification or contact Veeam within forty eight (48) hours from the date Veeam sends notice to the email provided, (ii) fails to sign and return all necessary documents within the time period designated by Veeam, (iii) declines the prize, (iv) fails to provide Veeam with satisfactory proof of age, identity, residency or other information needed to conduct a background check, or (v) fails to comply with any of the Official Rules as outlined herein. Veeam is not responsible for the redirection of email per the individuals' respective company or personal firewall, email server(s), spam filter, or any other technical error.

Veeam's decisions regarding this Contest are final and binding.

5. PRIZE. The Winners will receive the Prizes as follows:

Winner	Prize	Value (USD)
Gift option 1	Stanley Tumbler	\$39.42
Gift option 2	Mesa Solo Stove	\$71.25
Gift option 3	Electric Kettle	\$73.77
Gift option 4	Belgian Chocolate Truffles	\$39.68

The valuation of the Prizes are as stated above. Any valuation of the Prizes is based on available information provided to Veeam. The Prizes are non-transferable, non-exchangeable, and there are no alternatives available.

Veeam reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, in their sole discretion.

6. TAXES. The Winners are responsible for the reporting and payment of all applicable taxes (if any) as well as any other costs and expenses associated with acceptance of a Prize. The Winners may be required to complete tax reporting forms, as may be requested by Veeam.

7. DISCLAIMER AND INDEMNITY. The Winners acknowledge that the Prizes are awarded "as is" and that Veeam has not made and is not in any manner responsible or liable for any representation, guarantee or

warranty, expressed or implied, in law or in fact, relative to any prize, including, but not limited to its quality, mechanical condition or fitness for a particular purpose. To the extent permitted by law, Veeam and the Released Parties expressly disclaim any responsibility or liability, irrespective of the legal grounds. As a participant, you agree to indemnify, defend and hold the Released Parties harmless from and against any and all claims, actions, demands and/or liabilities for injury/death, damage or loss to any person or property relating to or arising in connection with participation in this Contest (regardless of the cause of such injury or loss), the delivery and/or subsequent use or misuse of the prize awarded and/or printing, distribution or production errors or for lost, late, misdirected, incomplete, corrupted or illegal/unauthorized submissions.

8. ARBITRATION & CLASS ACTION WAIVER: PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT OR CLASS ACTION IN COURT.

You and Veeam agree that these Official Rules affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

Any dispute/claim relating to this contract or its breach, the Official Rules or any prize awarded ("Claim") that is not informally resolved within fifteen (15) days of written notice to you or Veeam, shall be finally resolved by arbitration in your state of residence. The arbitration will be administered by the AAA under its AAA Rules, will be conducted in English and by a single arbitrator, and any court with jurisdiction may enter judgment regarding the arbitrator's award.

Veeam will bear the cost of any arbitration filing fees and arbitration fees for claims of up to Seventy-Five Thousand US Dollars (\$75,000 USD), unless the arbitrator determines that the arbitration is frivolous. You are responsible for any other costs that you may incur in the arbitration, including, attorney fees and expert witness costs, unless Veeam are otherwise required to pay such costs under applicable law. You may pursue any claim in small claims court where jurisdiction and venue over the Contest Entities is proper if your claim otherwise qualifies for such court and you do not seek any equitable relief.

You and Veeam agree that all Claims you may have will be brought in an individual capacity, and NOT on behalf of, or as part of, any purported class, consolidated, or representative proceeding ("Class Proceeding"). You and Veeam further agree that neither will participate in any current or future Class Proceeding brought by any third party relating to the contract, Official Rules, or any prize.

If any court or arbitrator determines that the class action waiver is void or unenforceable or that arbitration may proceed on a class basis, then the relevant claim will not be subject to arbitration and must be litigated in federal court located in New York, New York.

The agreement to arbitrate and class action waiver also apply to any Claims you assert against Veeam or the Released Parties.

9. OFFICIAL RULES OR WINNER'S LIST: For a copy of these Official Rules or the Winner's Name (which should be available on or about October 20, 2023), send a self-addressed, stamped envelope to the following address (please specify "Official Rules" or "Winners"): Veeam Software Corporation, 8800 Lyra Drive, Suite 350, Columbus, Ohio 43243. All requests must be received by February 11, 2024.