

INFORMATICA OCULUS META QUEST 2 128GB SWEEPSTAKES

OFFICIAL RULES

Important: Please read these Official Rules before entering this Sweepstakes (the "Sweepstakes").

By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OR PAYMENT WILL NOT INCREASE ODDS OF WINNING.

Sweepstakes void in countries and regions where prohibited or where participation is restricted by law. Subject to applicable federal, state, and local laws.

1. **Eligibility:** The Sweepstakes is open only to participants who are at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older). This Sweepstakes is not open to: (1) directors, officers, employees, analysts, sponsors or internally contracted vendors of Informatica LLC ("**Sponsor**") or its parent/subsidiaries, agents or affiliates and their immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live); (2) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (3) any individual whose employer's guidelines or policies do not allow participation in the Sweepstakes or acceptance of the prize(s). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a Prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Sweepstakes Period:** The Sweepstakes starts on Monday, June 13, 2022 at 5:00 PM Pacific and ends at 6:00 PM Pacific on Wednesday, June 15, 2022 (the "**Sweepstakes Period**"). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a Prize. Sponsor's or its designee's computer is the official time-keeping device for the Sweepstakes.

- a. **How to Enter:** To enter, participants must sign up for the Informatica Data Loader services during the Sweepstakes Period. All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules.

For Each Entry Method: Limit one entry per person per day during the Sweepstakes Period, regardless of entry method. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

3. **Identity of Entrant:** If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

4. **Selection and Notification of Winner:** The Sponsor will pick one (1) name for the Prize in a random drawing from among all eligible entries after the conclusion of the Sweepstakes Period. The odds of winning depend on the number of eligible entries received. The Prize winners will be notified via email no later than June 14, 2022 and June 15, 2022. The Prize must be claimed within 24 hours of the time such email is sent by Sponsor.

To the fullest extent permitted by applicable law, Sponsor may require the winner to sign and return, within 24 hours of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable; (ii) the winner does not respond or provide any required documents within the 24 hours time period, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the Prize as stated, the Prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will be held until all Prizes are awarded. A Prize winner may elect to forfeit his or her Prize by promptly notifying Sponsor of this election. Sponsor may, in its discretion, not honor any Prize to an attendee that it reasonably believes obtained the Prize fraudulently or in violation of the Official Rules.

Verification of Potential Winner: THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

5. **The Prize:** One (1) participant from eligible entries will be randomly selected for an Oculus Meta Quest 2 128GB ("Prize").

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of the Prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only one (1) prize as stated in these Official Rules is available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, the Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose) regarding the Prize or any participant's participation in the Sweepstakes. All costs and expenses, including support services, not specifically listed above as part of the Prize, are solely the participant's responsibility.

6. **Disclaimer:** Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) incorrect or inaccurate information caused by participant or any unauthorized human intervention in any part of the Sweepstakes; (b) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; (d) any printing or typographical errors in any materials associated with the Sweepstakes; (e) technical or human error which may occur in the administration of the Sweepstakes; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt, use, or misuse of the Prize.

7. **Release of Liability:** By entering this Sweepstakes, entrant agrees to release and hold harmless Sponsor and the Released Parties from any injury, loss or damage to person, including death, or damage to or loss of property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

8. **Limitations of Liability; Releases:** **By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, mis delivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. **Use of Use of Name, Likeness, etc.:** To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

10. **Privacy:** See Sponsor's Privacy Policy at www.informatica.com/us/privacy-policy/.

NOTICE OF FINANCIAL INCENTIVE FOR CALIFORNIA RESIDENTS: If you are a California resident, the prize offered under this Sweepstakes may constitute a financial incentive under the California Consumer Privacy Act of 2018 ("CCPA"). The amount of financial incentive for the personal information Informatica receives from your participation in the Sweepstakes is based upon the estimated value of the prize at \$299 USD. The specific CCPA categories of personal information which may be used for this

Sweepstakes are: (i) identifiers such as name, postal address, and email address; (ii) California Civil Code §1798.80(e) customer record information such as name, telephone, and address; (iii) internet or electronic network activity information, such as information about your interaction with our website, conference attendance, and the Sweepstakes; (iv) employment-related information such as your company and job title; and (v) inferences drawn from the foregoing used to create a profile of your preferences. The personal information provided will be collected, used, and disclosed in accordance with the Informatica Privacy Policy. By registering for and participating in the promotion, you are opting in to potentially receiving the financial incentive. You may opt-out of the financial incentive at any time by: (i) cancelling your participation in the Sweepstakes or not providing your personal information, or (ii) submitting a privacy request at privacy@informatica.com. The financial incentive related to submission and use of personal information is based upon our reasonable good faith estimate of the value of such information, which takes into consideration various factors such as anticipated revenue generated, anticipated expenses incurred for the collection, storage, and use of such information, and other relevant factors related to the estimated value of such personal information to our business, as permitted under the CCPA.

11. **Winner List; Rules Request:** For a copy of the winner list, send an email to: koleson@informatica.com with "Oculus Meta Quest 2 128GB GIVEAWAY Winners List" in the subject line.

12. **Intellectual Property Notice:** Informatica® is a registered trademark of Informatica LLC. The Sweepstakes and all accompanying materials are copyright ©2022 Informatica. All rights reserved.

13. **Disputes:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, THE OFFICIAL RULES, OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR OR THE APPROPRIATE STATE COURT LOCATED IN SAN MATEO COUNTY, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN MATEO, CALIFORNIA, UNITED STATES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

14. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

To the extent the promotion 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, reward redemption), participant understands that the promotion is not sponsored by such third parties, and further acknowledge and agree to follow the privacy policy and terms and conditions on such website(s), as applicable. Sponsor provides links to third party websites to the participant as a convenience, and Sponsor does not make any representation or take responsibility for such third-party websites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such third-party websites.

The participant is solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding his or her participation in the Sweepstakes and acceptance of the Prize. By accepting the Prize, 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 the participant is unable to participate in or accept the Prize for any reason, the participant must immediately inform Sponsor, and Sponsor shall have no further obligation to you. Sponsor will not replace any lost or stolen prizes after prize redemption. References to META, Facebook, or Oculus and its products in these Official Rules and the Virtual Event do not

constitute or imply its endorsement or any affiliation. META/Oculus is not a prize provider. This sweepstake is not sponsored or affiliated in any way with META, Facebook, or Oculus.

15. **Sponsor:** Informatica LLC
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