

Vcinity, Inc. Raffle for iPad Mini during Gartner IT Symposium 2022 Official Rules

Terms and Conditions (“Official Rules”)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Raffle open individuals registered for Gartner IT Symposium and Xpo 2022 Conference. Void where prohibited, taxed or restricted. Raffle begins on or about October 13, 2022 and ends on or about October 20, 2022 (the “Raffle Period”). While Gartner is hosting the Gartner Conference, Gartner is not in any way affiliated with Exhibiting (Sponsor) Company or this promotion, the selection of winners or the distribution of prizes. Gartner disclaims all responsibility for any claims that may arise hereunder.

- 1. Who may enter.** Your participation in the Vcinity IT Symposium and Xpo 2022 raffle (“Raffle”) is void where prohibited by applicable laws or by your employer’s policies. You are responsible for considering the restrictions imposed by your employer whether contractually (including with Vcinity, Inc. (“Company”)) or as a result of any agency policy or regulation, including but not limited to the receipt of business courtesies from a third party. Participation in the raffle is confirmation that you have the approval of your employer to participate. This raffle is open and offered to all valid individuals registered for Gartner IT Symposium and Xpo 2022 Conference (“Conference”), October 17-20, in Orlando, Florida, by October 16, 2022 (“Entrants”); all others, including conference exhibitors, are ineligible to enter.
- 2. Timing:** The Raffle begins on October 13, 2022 at 12:00am ET and ends on October 20, 2022 at 11:59pm ET (“Raffle Period”). Vcinity’s computer is the official time-keeping device for the Raffle. Entrants are responsible for determining the corresponding time zone in their respective location.
- 3. How to enter.** You may enter the raffle by completing the following actions by 11:59m ET on Thursday, October 20, 2022 to be eligible: **(1)** Post a picture of the Vcinity booth, team, floor decal (sticker), or pillar wrap (banner ad) in the Xpo Hall on LinkedIn or Twitter with the hashtag #movingdatasucks and **(2)** Stop by Vcinity Booth #210 to get your badge scanned. Only participants who complete both of these necessary actions shall be eligible to be entered into the Raffle. Limit one entry per person during the Raffle Period.

Valid contest entries must contain all information requested. Incomplete and/or multiple entries will be disqualified. Odds of winning will vary depending on number of entrants. No mechanically or electronically reproduced entries. Entries become the property of the Company and will not be returned. By entering this raffle, you represent that that receipt of Prizes is permitted by your employer’s internal policies. **NO PURCHASE IS REQUIRED TO ENTER.**

- 4. Selection and Verification of Potential Winners:** There will be one (1) winner selected at random on October 25, 2022 by raffle. The Company’s decisions are final. The Prize winner will be notified via email provided with their registration information (“Prize Notification”). Potential Prize winners must respond by email within forty-eight (48) hours of the date of the Prize Notification in order to be eligible to claim the Prize. If a potential winner timely responds, Vcinity, Inc. will send the winner any required forms (or other necessary tax forms that may require a Social Security number solely for tax reporting purposes) or request for additional

information (such as shipping information) to the potential winner by email. Potential winner must fill out, execute, and return the forms by email within forty-eight (48) hours from the date of Vcinity's email. If the potential winner fails to execute and return the required forms within the required time period, or if he/she is otherwise ineligible to receive the Prize, an alternate may be selected in his/her place and, in such case, Vcinity will attempt to contact and obtain the required forms from that alternate potential winner as detailed above. Vcinity is not responsible for internet, telephone, or other communication problems of any kind. Receiving a Prize is contingent upon compliance with these Official Rules. If a potential winner is disqualified for any reason, or any Prize is unclaimed by the winner by the end of the Raffle Period, then Vcinity may award the Prize to an alternate winner by random drawing from among all remaining eligible entries until a winner is selected.

5. **Odds of winning.** Odds of winning depend on the total number of eligible entries received. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
6. **Prizes.** The raffle has one Prize, an iPad Mini (64GB), with an estimated value of \$500 USD ("Prize"). The Prize is non-transferable, not redeemable for cash and not exchangeable for any other Prize. All federal, state and local taxes are the responsibility of the Winner.
7. **Marketing Consent:** By entering this raffle, you consent to be contacted by Company for marketing and sales purposes.
8. **Conditions.** Void where prohibited, taxed or restricted. The Company is not responsible for any lost, damaged, forged, postage-due, incomplete, or illegible entries. Persons found tampering with or abusing any aspect of this Raffle, or whom the Company believes to be causing malfunction, error, disruption or damage will be disqualified. By participating in this Raffle, entrants hereby agree to release and hold the Company harmless from and against all losses, damages, liabilities, claims, actions, proceedings, settlements or judgments arising out of or relating to entrant's entry, participation in this Raffle, participation in any Prize-related activities, or use or misuse of any Prize awarded hereunder. Entrants are restricted to use of ordinary and typical computer equipment and Internet access. The Company disclaims all liability for the inability to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. The Company disclaims any liability for any failure to receive entries due to technical difficulties or transmission errors. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by any form of electronic transmission, including but not limited to wireless transmissions. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware, or software malfunctions, errors, or failures of any kind, including but not limited to: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Raffle, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Raffle. The Company reserves the right, at its sole discretion, to cancel, modify or suspend the Raffle at any time.
9. **Taxes.** Any valuation of the Prize stated above is based on available information provided to the Company, and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes and paying any expenses associated with any Prize which are not

specifically provided for in the official rules. Prizes are not transferable, redeemable for cash or exchangeable for any other Prize.

10. **Release:** By receipt of any Prize, a winner agrees to release and hold harmless Vcinity, Prize suppliers, and each of their respective direct or indirect subsidiaries, related entities, vendors, suppliers, distributors, advertising/Raffle agencies, web designers, and their officers, directors, shareholders, members, employees, agents, contractors, agents, successors and assigns (collectively "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Raffle or receipt, possession, use or misuse of any Prize.
11. **General Conditions:** Vcinity reserves the right to cancel, suspend and/or modify the Raffle, or any part of it, as determined by Vcinity in its sole discretion. In such event, Vcinity reserves the right to award the Prize at random among the eligible entries. Vcinity reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other method, will void Entrant's entries and Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle or damage any website is a violation of criminal and civil law, and, should such an attempt be made, Vcinity reserves the right to seek damages and remedies (including attorney's fees) from any such person to the fullest extent permitted by law. Vcinity's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. No more than the stated number of Prizes will be awarded. Vcinity reserves the right to cancel or amend the Raffle and these Official Rules without notice in the event of a catastrophe, war, civil or military disturbance, force majeure, or any actual or anticipated breach of any applicable law or regulation or any other event outside of Vcinity's control. If there are material changes to the Raffle, Vcinity will notify entrants of such changes via email.
12. **Limitations of Liability:** Entrant agrees to release and hold harmless the Released Parties from any and all liabilities, damages, losses, injuries, claims and actions of any kind arising out of or resulting from participation in this Raffle or other such benefit including, without limitation, claims based on death, publicity rights, defamation or invasion of privacy. Released Parties are not responsible for incomplete, misdirected, delayed, undelivered, inaccurate, lost, late, garbled, mutilated or illegible entries, or for incorrect or inaccurate transcription of entry information, electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft, destruction or unauthorized access to or alterations of entry materials, technical, network, telephone equipment, electronic, computer, hardware or software malfunctions, or limitations of any kind or for entries that for any reason are not received by Vcinity by the stated deadline. Released Parties are not responsible for any error or malfunction that occurs when processing entries, the announcement of the Prizes or in any Raffle-related materials, mailing of Prizes, or in awarding more Prizes than are intended. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning the Prizes and (ii) disclaim any implied warranty.
13. **Conduct and Decisions.** By participating in the Raffle, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Raffle, or obtain winner status using fraudulent means will be disqualified.

Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Raffle and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Raffle is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Raffle or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. The Raffle is governed by the law of the State of California, without respect to the conflicts of law principles. Any claim relating to this Raffle shall be brought and maintained exclusively in the federal or state courts of California. **ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPATE TO THE FULLEST EXTENT PERMITTED BY LAW.**

14. **Sponsor:** Vcinity, Inc. 2055 Gateway Place, Suite 650, San Jose, CA 95110.

15. **Contact Us:** For any questions, concerning the Raffle please contact Vcinity at marketing@vcinity.io