

Hands-on Labs VMware Explore Odyssey Challenge

HOW TO ENTER

To enter the Challenge, Participant needs to be registered for VMware Explore 2022 and create an Odyssey user account as prompted when first logging into the Odyssey environment. The Challenge will take place at VMware Explore from August 29, 2022 8:00 AM PST until September 1, 2022 1:00 PM PST. Participants will have one chance daily to play the Odyssey round game being offered on each of the first three days of VMware Explore. The top 10 players based on score will be invited to participate in a live competition taking place on September 1, 2022, 11:15 AM PST. During the live competition, two games will be played live amongst the 10 highest daily round scorers, with the three highest cumulative scores during the live competition getting prizes.

ELIGIBILITY

By registering to participate in the Challenge, Participant agrees to be bound by these rules and to all decisions of VMware, which are final, binding and conclusive in all matters. Participant is solely responsible for reviewing and understanding his/her employer's policies regarding eligibility to participate in trade promotions such as the Challenge. If Participant takes part in this Challenge in violation of his/her employer policies, Participant may be disqualified from continued involvement in the Challenge or from receiving a prize. VMware disclaims any and all liability or responsibility for disputes arising between a Participant and Participant's employer related to this matter, and prizes will only be awarded in compliance with a Participant employer's policies.

INELIGIBLE INDIVIDUALS

VMware full and part-time employees, interns, contractors, individuals involved in the production (including prize suppliers), implementation and distribution of this Challenge and their advertising or promotion agencies, parent companies, service providers, agents, officers, subsidiaries or affiliates, and any other persons or entities directly associated with the Challenge and members of the immediate families and/or persons living in the same household as such are ineligible to participate in the Challenge.

VMware is committed to complying with government and public sector gift and ethics rules and therefore government/public sector employees or any person acting in an official capacity for or on behalf of any such government, department, agency, or instrumentality are not eligible to participate in the Challenge.

This Challenge is void where prohibited or restricted by law. Prizes will not be awarded to residents of Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria.

COMMENTING

By registering, Participant agrees that he or she has reviewed and agreed to the terms and conditions set forth in the [VMware Hand-on Lab Terms of Use](#) which govern, in part, Participant's access to the labs and Challenge. In the event of a conflict among any of the VMware Websites Terms of Use and these Official Rules, these Official Rules govern and take precedence.

JUDGING CRITERIA

The participants will receive a score for each daily round game they play based on accuracy and speed. Participant does not need to participate in all three daily round games if they choose not to. The daily round games will be available to play at the Odyssey area on September 1, 2022, up until one hour before tournament time but these scores will not qualify for the tournament. The top 10 players will be determined by the rankings appearing on the cumulative daily round games leaderboard at 5:00 PM PST on August 31, 2022. The top 10 will be invited to return on September 1, 2022, for the live competition starting at 11:15 AM PST. Two games will be played live amongst the 10 highest daily round scorers with the highest cumulative scores during the live competition getting prizes. In cases of dispute, the VMware Hands-on Labs team reserves the right to pick the winners.

PRIZES

First prize winner – the Participant ranking in first place in the live competition will be awarded one (1) 16-inch MacBook Pro – Space Gray – 32GB Memory, 1TB Storage, with the approximate value of \$3,900.00. No cash alternative or refund will be awarded in lieu of stated prize(s).

Second prize winner – the Participant ranking in second place in the live competition will be awarded one (1) LG Electronics Ultra Short Throw 4K UHD Laser Smart Home Theater CineBeam Projector, with the approximate value of \$3,000.00.

Third prize winner – the Participant ranking in third place in the live competition will be awarded one (1) Apple iPad Pro – 5th generation – 12.9in – 256GB – Space Gray, with the approximate value of \$1,400.00.

The three prize winners will be given their prizes at the conclusion of the Challenge on Thursday, September 1, 2022 1:00PM PST. Each Participant is eligible for giveaways including stickers, T-shirts, and keyrings with a commemorative engraved purple token. The final 10 Participants will be given a special silver 'Finalist' token for their keyring and an Odyssey jacket. The winner will receive a large, gold 'Champion' token for their keyring. The winner may be required to verify his or her entry. Prizes are non-transferable without VMware's prior consent (which may be withheld in its absolute discretion), and may not be resold. If the winner does not claim the prize within the thirty (30) day period, VMware shall have the discretion to award the prize to the runner-up. Except where otherwise required by mandatory law, all taxes, including income taxes, are the sole responsibility of the winner. No cash alternative or refund will be awarded in lieu of stated prize(s). If a prize becomes unavailable for any reason, VMware reserves the right to substitute a prize of approximately equal or greater value.

As a condition of winning, Participant may be required to complete and provide to VMware the following: (i) Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"), and (ii) IRS Form W-9 or W-8BEN or other tax form, as applicable. In completing the Affidavit, a winning Participant (a) confirms Participant eligibility, (b) represents and warrants that Participant has not cheated and that the idea for the entry submitted is Participant's alone, (c) verifies the accuracy of the information submitted in the Challenge registration process, (d) authorizes VMware to publicize the Challenge results and winner, (e) agrees to sign any applicable forms required by tax authorities, and (f) releases VMware from liability arising out of any prize won.

PUBLICITY

Participant hereby grants VMware the right to publicize Participant's name(s), likeness(es), and the description of Participant's Submission. Apart from the prizes associated with being selected as a winner, VMware shall not be obligated to compensate Participant in any way for such publicity. In addition, all Participants agree to cooperate with VMware's publicity efforts, including the agreement to use their name, address (city, state and country only) and likeness for publicity purposes and to use the statements made by, or attributed to, the winners relating to VMware and any and all rights to said use, without further compensation.

NO OBLIGATION AND NON-CONFIDENTIAL SUBMISSION

PARTICIPANT ACKNOWLEDGES THAT MULTIPLE INDIVIDUALS MAY SUBMIT SUBMISSIONS THAT CONTAIN IDEAS OR CONCEPTS SIMILAR TO PARTICIPANT'S OWN SUBMISSIONS AND THAT VMWARE, ITS AFFILIATES, SUBSIDIARIES AND BUSINESS PARTNERS MAY ALREADY BE PURSUING IDEAS OR CONCEPTS THAT ARE RELATED OR SIMILAR TO THOSE THAT PARTICIPANT DISCLOSES IN A SUBMISSION OR COMMENT. IN THE EVENT THAT TWO OR MORE SUBMISSIONS CONTAIN IDEAS WITH SUBSTANTIALLY SIMILAR CONTENT, AS JUDGED SOLELY BY THE PANEL, THE SUBMISSION WITH THE EARLIEST CHRONOLOGICAL DATE/TIME SUBMISSION WILL TAKE PRECEDENCE, AND VMWARE MAY DISREGARD THE OTHER SUBMISSIONS. PARTICIPANT ACKNOWLEDGES AND AGREES THAT VMWARE'S ACTION WITH RESPECT TO SUBMISSIONS OR COMMENTS BY OTHERS, EVEN IF SIMILAR TO PARTICIPANT'S OWN SUBMISSION OR COMMENT, SHALL NOT CREATE ANY LIABILITY IN VMWARE OR ITS AFFILIATES TO PARTICIPANT, THAT NEITHER VMWARE NOR ITS AFFILIATES HAVE ANY OBLIGATION WHATSOEVER TO ADOPT OR

TAKE ANY OTHER ACTION WITH REGARD TO PARTICIPANT'S SUBMISSION, OR TO COMPENSATE PARTICIPANT, AND THAT THE DECISION TO USE, LINK AND/OR DISPLAY PARTICIPANT'S SUBMISSION IS AT VMWARE'S SOLE DISCRETION. VMWARE SHALL NOT BE OBLIGATED TO USE PARTICIPANT'S COMMENT OR SUBMISSION FOR ANY PURPOSE, EVEN IF THE SUBMISSION HAS BEEN SELECTED AS THE WINNING ENTRY. FURTHER, PARTICIPANT UNDERSTANDS THAT VMWARE DOES NOT WISH TO RECEIVE OR HOLD ANY SUBMITTED MATERIALS "IN CONFIDENCE" AND THUS ACKNOWLEDGES THAT NO CONFIDENTIAL RELATIONSHIP OR OBLIGATION OF SECRECY IS ESTABLISHED BETWEEN THE PARTICIPANT AND VMWARE WITH RESPECT TO THE PARTICIPANT'S SUBMISSION.

INTELLECTUAL PROPERTY RIGHTS

Upon registration, Participant hereby grants to VMware, its affiliates and its subsidiaries, under all of Participant's intellectual property and other rights, a non-exclusive, irrevocable, perpetual, transferable, sublicensable and royalty-free license to: (i) display, copy, reproduce, publish, modify, redistribute, and create derivative works from all materials provided in a Submission by the Participant, and (ii) make, have made, sell, offer for sale, import, export or otherwise use or exploit in any other unrestricted manner the materials, ideas and concepts set forth in any Challenge by the Participant.

DATA PRIVACY

By registering, Participant acknowledges that Participant is sharing personal data with VMware that may need to be shared with other VMware affiliates, VMware employees or third parties providing services to VMware in support of this Challenge and the evaluation process for the registration. Participant has read and agrees to VMware's Privacy Policy available at <http://www.vmware.com/help/privacy.html>. Participant agrees to VMware's Privacy Policy and the processing by VMware (or any other VMware affiliate involved in the administration of the Challenge) of his/her personal data included in the Challenge in the manner stated therein for the purposes of administering the Participant's participation in the Challenge, assessing the Participant's submission, contacting the Participant in connection with the award of any prize in the Challenge and otherwise in connection with the Challenge.

WARRANTY

Participant warrants that:

- Participant is the sole owner and originator of any and all ideas set forth in a submission and has all sufficient and necessary rights to provide the submission to VMware for VMware's intended uses;
- All materials, concepts and ideas set forth in the submission (i) do not contain confidential information or trade secrets of Participant, Participant's employer or any other third party, and (ii) do not violate or infringe any patent rights, copyrights, trademarks or other intellectual property rights of any third party;
- The submission does not contain any (i) materials that are pornographic, obscene, excessively profane, gambling-related, deceptive, fraudulent, illegal, defamatory, infringing, threatening, invasive of another's privacy, or racially, ethnically or otherwise objectionable, or (ii) viruses, Trojan horses, worms, time bombs or other computer programming routines related to "hacking" or "cracking" or which damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and
- Participant will not interfere with any duty toward or rights of any third party including, without limitation, rights of publicity or privacy, or rights or duties under consumer protection, product liability, tort, contract or other theories of law.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Participant acknowledges that Participant shall have no approval rights and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of VMware's use or alteration of Participant's information or submission. By participating in the Challenge, Participant agrees to waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental, or consequential damages, or attorneys' fees.

VMware is not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, indecipherable, late or misdirected Submissions. Any

compromise to the fair and proper conduct of this Challenge may result in the disqualification of a submission, termination of the Challenge, or other remedial action, at the sole discretion of the VMware.

Each Participant shall indemnify, defend, and hold VMware, and all of its respective affiliates, subsidiaries, directors, officers, employees, representatives and agents, harmless from and against any and all liability for any loss or damage to person or from any third party claims arising from or related to that Participant's participation in the Challenge. In no event shall VMware be liable to a Participant for acts or omissions arising out of or related to the Challenge or Participant's participation in the Challenge.

Nothing in these Official Rules shall be taken as excluding any liability which cannot lawfully be excluded.

Any delay or omission by VMware in enforcing its rights under, or the fulfillment of any requirement contained in, these Official Rules shall not be interpreted as a waiver of such right or requirement.

SEVERABILITY

In the event that any of the terms of this Challenge or the performance of any obligation by either VMware or a Participant hereunder becomes or is declared to be illegal by a court of competent jurisdiction or other governmental body, such term(s) shall be null and void and shall be deemed deleted, all remaining terms of this Challenge shall remain in full force and effect.

CHOICE OF LAW AND JURISDICTION

The Challenge and the rights and obligations of VMware and Participant will be governed and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Challenge. The Sponsor of this promotion is VMware, Inc., 3401 Hillview Drive, Palo Alto, California, 94304 U.S.A.