

**REGISTER TO WIN A FREE S1P CONFERENCE PASS FOR A COLLEAGUE CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING IN THIS CONTEST YOU AGREE TO COMPLY WITH ALL THE RULES BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE RULES DO NOT PARTICIPATE OR SUBMIT AN ENTRY.

The “Register to Win a Free S1P Conference Pass for a Colleague” (“Contest”) as governed by these rules (“Rules”) awards a prize to an individual (each a “Participant”) who submits an entry that meets the requirements described below. These Rules are posted at <http://springoneplatform.io>.

1. **TIMING.** The Contest begins at 9 am on April 12, 2017 and ends at 9 am on June 24, 2017 (“Entry Period”). All times are Pacific Daylight Time Time (“PST”).
2. **ELIGIBILITY:** This Contest is only open to individuals who can prove to Administrator’s (defined below) satisfaction that they: **[a]** reside within the fifty United States of America or D.C.; and **[b]** are the age of majority (18) in their state of primary residence as of the start of the Entry Period (minimum of 21 in Mississippi, 19 or older for residents of Alabama and Nebraska). Pivotal may at any time in its sole discretion disqualify any Participant who: does not meet the Contest’s eligibility criteria, fails to comply with these Rules, attempts to enter the Contest in any manner or through any means other than as described in these Rules, attempts to disrupt the Contest, or attempts to circumvent any of these Rules.

Excluded Individuals. Employees, independent contractors, officers, directors, shareholders, members, managers, agents, or other representatives of Administrator, and of each of its respective subsidiaries and affiliates and any Contest related suppliers (all of the foregoing entities referred to collectively as the “Contest Entities”), and any members of each such person’s immediate family (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household of such individuals (whether related or not) are *not* eligible to enter or win. Determination of whether a Participant is eligible shall be made in the sole discretion of Administrator whose decisions shall be final and binding.

Comply With Your Company Policies. It is your sole responsibility to review and understand your employer’s policies (if any) regarding your eligibility to participate in this Contest. By entering the Contest or by accepting any prize, you warrant and represent that your actions do not violate your employer’s policies and procedures. If you are participating in violation of your employer’s policies, you may be disqualified, and Contest Entities disclaim any and all liability or responsibility that may result.

Void in Excluded Territory. THIS CONTEST IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), CUBA, SYRIA, IRAN, SUDAN, NORTH KOREA, AND IN ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION (INCLUDING BUT NOT LIMITED TO JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION AND/OR TRUST ACCOUNT OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT HAVE NOT BEEN SATISFIED), OR RESTRICTED OR TAXED BY LAW, AND VOID WHERE RESTRICTED BY INTERNAL BUSINESS OR COMPANY POLICY (COLLECTIVELY, “EXCLUDED TERRITORY”). Residents of an Excluded Territory are prohibited

from entering or winning a prize.

No Government Official or Restricted Party. Participants and their companies, if applicable, may not be a Restricted Party. “Restricted Party” includes any person or entity that is: **[1]** an official or employee of any governmental entity as defined under any relevant anti-bribery, ethics, or anti-corruption statute, law, regulation or convention; and, **[2]** on the U.S. Department of Commerce Denied Person’s List, Entity List, or Unverified List; U.S. Department of the Treasury list of Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred Parties.

3. **HOW TO ENTER THE CONTEST:** During the Entry Period you can enter by registering for a SpringOne Platform Conference Pass at <https://springoneplatform.io/> (an “Entry”), at which time Participant will be automatically entered into the Contest.

Internet Charges. Normal Internet access and usage charges imposed by Participants’ online service provider will apply for accessing the internet. Use of a wireless mobile device to submit an Entry may result in airtime and carrier charges according to the terms and conditions of your service agreement with your wireless carrier.

Other Terms. By participating in the Contest, Participants agree to the Rules and the decisions of Administrator, which shall be final and binding in all aspects. Administrator has the right to disqualify any Entry and/or Participant that it determines in its sole discretion does not comply with these Rules. Entry into the Contest does not constitute entry into any other promotion, contest or sweepstakes.

4. **CONTENT RESTRICTIONS:** Each Entry must comply with the following content restrictions:
 - NO INAPPROPRIATE CONTENT. Any Entry deemed inappropriate, offensive, or unsuitable, in Administrator’s sole discretion, will be disqualified. Any Entry or portion thereof that is, in Administrator’s sole discretion, obscene, sexually explicit, lewd, defamatory, libelous, hateful, discriminatory, violent, disparaging of other people or companies or products, contains any third party mention without their express permission (of which, Administrator may request proof), or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable as determined in Administrator’s sole discretion, will not be considered and may disqualify the Participant.

Administrator reserves the right to request proof of originality and/or of any of the requirements herein in a form acceptable to Administrator from any Participant any at time. Failure to provide such proof may, if requested, render the Entry null and void and may result in disqualification of the Entry at any time. Participant warrants and represents to Contest Entities that the Entry submitted complies with the aforementioned requirements, and Administrator may rely upon these representations.

5. **WINNER SELECTION:** Following the Entry Period, the Administrator shall select one (1) entrant by way of random draw from all eligible Entries received during the Entry Period. The odds of being selected as a potential winner are dependent upon the number of eligible Entries received by the Administrator. Before being declared a winner, the selected Participant may be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Rules and sign and return the Prize Claim Documents (described below). The Administrator may, in its sole discretion, provide an alternative to the mathematic skill-testing question or vary the

requirements to perform any skill-testing component of the Contest to accommodate entrants with physical or cognitive disabilities. In the event of an error in the entry or drawing process, or any other aspect of the Contest, that results in more selected entrants than contemplated in these Rules, the Administrator will conduct a random draw amongst all eligible selected entrants, to award the correct number of Prizes, after the close of the Entry Period.

6. **WINNER NOTIFICATION AND ANNOUNCEMENT:** The potential winner will be notified no later than July 31, 2017 via phone and/or email. Participant will be required to complete and sign the Prize Claim Documents defined below. Once Administrator receives all requisite information, and the eligibility of the Participant is confirmed, Administrator will declare a winner.

If a potential winner (i) cannot be reached or does not reply within five (5) days, (ii) is found to be ineligible, (iii) cannot or does not comply with these Rules at any time, (iv) does not timely return and complete the Prize Claim Documents, or (v) cannot be reached because the prize notification is returned as undeliverable, that potential winner may be disqualified.

7. **PRIZE:** One Participant selected by random draw as described in Section 5 will receive one (1) SpringOne Platform 2017 Conference Pass with an ARV of \$1,300 (the “Prize”). This Prize may only be used by a work colleague of the winning Participant. The term “ARV” refers to approximate retail value in US Dollars. The SpringOne Platform 2017 Conference is occurring between December 4-7, 2017 at the Moscone Center, 747 Howard St, San Francisco, CA 94103, USA.

The Prize will be mailed or emailed at Administrator’s expense to the winner within ninety (90) days of receipt by Administrator of the Prize Claim Documents. No PO Boxes are permitted. The Prize is non-transferable and no substitution may be made, except as described herein, or at the sole discretion of the Administrator in the event that the Prize cannot be awarded for any reason, in which case, Administrator will award a prize of equal or greater value. Any prizes pictured in advertising materials are for illustrative purposes only. Actual Prize may vary from prizes pictured. The Prize is applicable for distribution to and use by consumers in the U.S.A. market, and may not function, be exportable, or supported by its issuer outside of the U.S.A. Winner is responsible for all costs and other expenses associated with winning or acceptance of the Prize not specifically mentioned herein.

No Warranty. Prize is awarded by Administrator without warranty of any kind, express or implied, without limitation, except to the extent provided by the manufacturer. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ADMINISTRATOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, EXCEPT WHERE THIS WOULD BE CONTRARY TO NATIONAL, FEDERAL, STATE, PROVINCIAL, OR LOCAL LAWS OR REGULATIONS. Administrator shall have no responsibility or obligation to a winner or potential winner who is unable or unavailable to accept or utilize the Prize as described herein.

Prize Value. The ARV of the Prize is subject to price fluctuation in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Rules and the date the prize is awarded or redeemed. Administrator will expend up to a maximum of the ARV of each Prize as stated above for/toward the Prize, but may expend less depending upon the prevailing prices, rebates and incentives available at that time. Winner is not entitled to claim any check, cash or other form of payment for the difference in value between the amount paid by

Administrator for/toward the Prize and the Prize's ARV above.

8. **TAXES:** ALL TAXES LEVIED IN CONNECTION WITH THE PRIZE ARE THE SOLE OBLIGATION OF THE RESPECTIVE WINNER. **The value of the Prize may be taxable to the winner as income.** If required to do so by applicable law, Administrator may (before or after a Prize is distributed) withhold, reduce any prize, or charge Prize winner in order to fulfill any tax withholding requirements imposed by on Administrator by the IRS or other relevant tax authority. Prize winner will indemnify Contest Entities for any costs, charges and taxes associated with the payment of taxes associated with their Prize.
9. **GENERAL CONTEST RULES/CONDITIONS:** To win a Prize, the potential winning Participant will be required to sign and return "Prize Claim Documents" including by way of example, a completed Affidavit of Eligibility/Liability Release (and where legally permissible a Publicity Release) and any other documentation that the Administrator requires within ten (10) days of Administrator sending such documents to Participant. Costs associated with completing the documents or submitting the Entry, including by way of example, any notary fees, postage to return the documents to Administrator, etc., are to be paid by Participant.

Not Responsible. Released Parties (as defined below) assume no responsibility for any interruption, deletion, defect, delay in operation or transmission, theft or destruction of, or unauthorized access to, or alteration of, or error or omission associated with, Entries. Released Parties are not responsible for any (i) problems, bugs, or technical malfunction of any internet or telephone network or lines, computer systems, service providers, computer equipment, software, or (ii) failure of any Entry to be submitted, completed, or to perform, on account of technical problems, human error or for any other reason, or (iii) for any injury or damage to Participant's or any other person's computer relating to or resulting from participation in the Contest or emailing, uploading or downloading any materials.

Without limiting the generality of the foregoing, and whether caused by the Participant, another party, or any persons at or associated with the Contest, or Entries, Released Parties are not responsible and shall not be liable for: incomplete, illegible, misdirected, defective, misprinted, late, lost, deleted, damaged, stolen, intercepted, postage-due, not received, or the unauthorized access to or alteration of, Entries, or Prize-related notifications, advertisements, or forms; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, mistyped, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information associated with the Contest whether by technical or human error, etc; or for inability of entrant to timely enter, receive notices, communicate with Released Parties, or be present during or for missing the applicable Entry Period, or response deadline; or for any delays in scheduling, performance of and/or completion of any procedures associated with the Contest, or for any printing or typographical errors in any materials associated with the Contest; or for any events beyond Released Parties' reasonable control including by way of example, as may result in disruptions, injuries, losses or damages associated with the Contest.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE ENTRY SUBMISSION PROCESS OR THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Changes, Termination, Disqualification. Administrator reserves the right, in its sole discretion, to modify, terminate, or suspend the Contest should a virus, bug, non-authorized human intervention, action of Participant or third party, or other cause corrupt or impair the administration, security, or fairness of the Contest. Administrator further reserves the right, in its sole discretion, to disqualify any Participant from participation in the Contest who Administrator determines violated these terms, tampered with the submission of Entries or judging process, or acted in an unsportsmanlike or improper manner. If the process of accepting Entries is terminated early by Administrator, Administrator reserves the right to judge the non-suspect, eligible Entries received up to time of cancellation and declare the winner. Inclusion in such judging shall be such Participant's sole and exclusive remedy under such circumstances. Administrator shall provide notice of any such changes by emailing the Participants and/or by posting the information on Administrator's website. The decision of the Administrator with respect to judging Entries, and the invalidation or disqualification of any suspected Entries, shall be final and binding.

10. **RESERVATION OF RIGHTS:** Participants shall have no rights or licenses hereunder, express or implied, with respect to any intellectual property, software, hardware, or information of the Administrator or any of its affiliates. All rights and licenses, title and interests not expressly granted in this Agreement are expressly reserved by Administrator and its affiliates.
11. **RELEASE:** Each Participant represents and warrants that: (i) all rights to the Entry belong to such Participant, the Entry is original and the Entry does not and shall not infringe on any copyright or any other third party right nor violate any applicable law or regulation, (ii) he or she has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, and, (iii) he or she hereby holds the Administrator and Contest Entities harmless from and against any third party claim arising from use of the Entry, and waives any right to inspect or approve uses of the Entry or to be compensated for any such uses as is consistent with applicable law.

Participant Names. Participating in the Contest constitutes permission to the Administrator and its agencies to use Participants' names, biographical information, pictures/portraits, likenesses, voices, and/or Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

12. **RELEASE OF LIABILITY:** BY PARTICIPATING IN THE CONTEST, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTICIPANT AGREES THAT ADMINISTRATOR, EACH OF THE CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, RELATED FINANCIAL ENTITIES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT FOR ANY LIABILITY FOR, **(A)** ANY BODILY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRY CREATION, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, IF APPLICABLE OR PARTICIPATION IN THE CONTEST OR PARTICIPATION IN ANY CONTEST OR RELATED ACTIVITY, OR **(B)** ANY CLAIMS INCLUDING, BY WAY OF EXAMPLE, CLAIMS BASED ON PUBLICITY RIGHTS, INTELLECTUAL PROPERTY RIGHTS, COMMERCIAL APPROPRIATION OF NAME AND LIKENESS, DEFAMATION AND/OR INVASION OF PRIVACY AND THE COLLECTION, USE AND/OR SHARING BY ADMINISTRATOR OF PERSONALLY IDENTIFIABLE INFORMATION OF THE PARTICIPANTS, OR

FOR ANY PRINTING, PRODUCTION, TYPOGRAPHICAL, HUMAN OR OTHER ERROR IN THE PRINTING, OFFERING OR ANNOUNCEMENT OF ANY PRIZE. Participants hereby represent and warrant that they have read these Rules and are fully familiar with its contents.

The terms of Sections 10 and 11 shall apply respectively, to the heirs, executors, assigns and representatives of each Participant. Each Participant agrees to indemnify Contest Entities for any claims, actions, related damages, costs (including attorney fees and court costs), charges, and judgments against Contest Entities associated with rights and licenses granted the respective Contest Entities under Sections 10 and 11 or breach by such Participant of any such rights and licenses.

13. **PRIVACY:** Participants agree that personal data, including name, address, and telephone number may be processed, stored, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Rules. The data may also be used by the Administrator in order to check Participants' identity, their postal address and telephone number or to otherwise verify their eligibility to participate in the Contest. Participants have a right to access, review, rectify or cancel any personal data held by the Administrator by writing to Administrator at the address listed below. If Participant's data is not provided or is cancelled, Participant will be disqualified. If a Participant wishes to access, update or correct any personal information, they should contact the Administrator at the address below. Participants' data will be processed in the U.S.A. A copy of the Administrator's Privacy Policy in relation to treatment of personal information may be obtained at <http://www.pivotal.io/privacy-policy>, which shall apply except to the extent described herein.
14. **WINNER LIST; RULES:** To receive the name of the Prize winner or a copy of the Rules, send a self-addressed, stamped envelope to: SPRINGONE PLATFORM 2017 PASS CONTEST - Winners List / Rules, c/o Pivotal Software, Inc., 875 Howard Street, 5th Floor, San Francisco, CA 94103 (return postage not required for Vermont residents or residents outside the U.S.A.). Requests must be received by July 31, 2017.
15. **SEVERABILITY; HEADINGS; WAIVER:** If any one or more provisions of these Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Rules. Headings and captions are used in these Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof. Failure of Administrator to enforce any term of these Rules shall not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Rules.
16. **FORCE MAJEURE:** The failure of the Administrator to comply with any provision of these Rules due to an act of God, hurricane, war, epidemic, industrial dispute, terrorism, fire, riot, flood, fire, inclement weather, earthquake, strike, actions of governmental authorities, hardware or software failures, or other event outside the control of the Administrator shall not be considered a breach of these Rules.
17. **RECOURSE & REMEDIES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Participant's rights and obligations, or the rights and obligations of the Contest Entities or Released Parties in connection with the Contest, shall be governed exclusively by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Each Participant (but if deemed a minor in the jurisdiction in which he or she resides, participant's parent or legal guardian), agrees that: **[a]** any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and shall be instituted and prosecuted only in the Superior Court of the County of San Francisco or the United States District Court for the Northern District of California; and **[b]** EXCEPT FOR VIOLATION OF ANY INDEMNITY STATED HEREIN, ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED ACTUAL OUT-OF-POCKET COSTS INCURRED UP TO \$500, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO EVENT ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO, CLAIM, PUNITIVE, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN AFOREMENTIONED OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY TO YOU.

18. **SPONSOR / ADMINISTRATOR:** Pivotal Software, Inc., 875 Howard Street, 5th Floor, San Francisco, CA, 94103, USA.

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