

SolarWinds Pingdom Out of Office T-Shirt Sweepstakes: Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility:** Under these Official Rules, the SolarWinds Pingdom Out of Office T-Shirt Sweepstakes (the "Sweepstakes") is open only to legal residents of the United Kingdom and the United States (excluding Rhode Island) who are eighteen (18) years of age or older. Employees of SolarWinds Worldwide, LLC, its subsidiaries or affiliates, or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.
- 2. Sponsor:** The Sweepstakes is sponsored by SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735 (the "Sponsor").
- 3. Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4. Entry Period:** The Sweepstakes begins at 8:00 a.m. CT on July 10, 2019 and ends at 5:00 p.m. CT on August 9, 2019. Entries submitted before or after the Entry Period will not be eligible for the Sweepstakes.
- 5. How to Enter:** Click on the link <https://pages.solarwinds.com/out-of-office>, complete the form, and submit. Once you submit a completed form, you will receive one (1) entry into the Sweepstakes. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void. There is a limit of one (1) entry per person and valid email address.
- 6. Drawings:** On August 12, 2019, the Sponsor will select one hundred fifty (150) potential winner(s) in a random drawing of all entries received. The odds of being selected depend on the number of eligible entries received from all participants in connection with this Sweepstakes. The Sponsor will attempt to notify the potential winners via email within seven (7) days of the drawing. If the winner cannot be contacted or does not claim the prize within fourteen (14) days of notification, Sponsor reserves the right to withdraw the prize from the winner and pick a replacement winner.
- 7. Prize:** One hundred fifty (150) winner(s) will receive one (1) t-shirt with an approximate value of \$15.00 USD. The odds of being selected depend on the number of eligible entries received from all participants in connection with this Sweepstakes. Any prize details not specified above will be determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and any and all other costs and expenses not listed above. Sponsor will not be responsible for prizes which are unclaimed, unused, lost, delayed or damaged during delivery, or otherwise not received by the winner.
- 8. Potential Winner Requirements:** The potential winners may be required to complete and return a W-9 form (W-8 for non-U.S. citizens) and/or an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will forfeit the prize and an alternate entrant may be selected in his/her place in a random drawing of all entries received.
- 9. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

- 10. Release and Limitations of Liability:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, its affiliates, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 11. Privacy and Publicity:** Except as set forth herein, any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's Privacy Notice. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 12. Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.
- 13. Terms Subject to Change:** Terms are all subject to change by the Sponsors as necessary.