

Yubico, Inc.

MCAPS Start Surface Earbuds Contest Rules

This promotion is sponsored by Yubico, Inc. with its headquarters at 5201 Great America Parkway, #122, Santa Clara, CA 95054, USA (“Yubico”).

NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN. Participation in the MCAPS Start Surface Earbuds contest (the “Contest”) is subject to these rules (“Rules”).

- 1. Agreement to Rules:** By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Yubico as final and binding as it relates to the content of this Contest.
- 2. How to Enter:** Click on the website link within the MCAPS Start portal to visit the entry website. Complete the online entry form which includes: your name, corporate e-mail address, company name, and country to receive one entry into the Contest for the drawing period during which the entry is received. Limited one entry per person.
- 3. Winners/Odds.** 3 winners will be selected randomly among eligible entries. The odds of winning depend on the number of eligible entries received.
- 4. Prizes:** The Winner(s) of the Contest will receive a pair of Surface Earbuds. The approximate value of each awarded prize is \$199.00 USD. The prize cannot be redeemed for cash. Aggregate retail value of all prizes (including shipping) awarded pursuant to this Contest is approximately \$597.00 USD.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Yubico.
- 5. Contest Period:** Entries will be accepted online starting on November 13, 2023 at 12am PST and end on November 17, 2023 at 11:59 pm PST.
- 6. Eligibility:** This Contest is open to those who are 19 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States of America and is void where prohibited by law. Employees of Yubico, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 7. Winner Selection and Notification:** Within 30 days after the closing of the contest period, winners will be selected. Winner will be notified by email within five days following selection of Winner. Yubico shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within seven from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. No cash or other prize substitution shall be permitted except at Yubico’s discretion. The prize is non transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or

transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Yubico to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Yubico's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Additional Considerations:

a. Yubico reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Yubico's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such a case, Yubico may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Yubico. Yubico reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules. Yubico has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Yubico reserves the right to seek damages to the fullest extent permitted by law.

b. **Limitation of Liability:** By entering, You agree to release and hold harmless Yubico and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

c. **Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF U.S. AND California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering this Contest). You further waive all rights to have damages multiplied or increased.

d. **Privacy Policy:** Information submitted with an entry is subject to the Yubico Privacy Notice stated on the Yubico website. To read the Privacy Notice, <https://www.yubico.com/support/terms-conditions/privacy-notice/> click here.

e. **Sponsor:** The Sponsor of the Contest is Yubico, Inc. at 5201 Great America Parkway, #122, Santa Clara, CA 95054, USA.

