INFORMATICA GIFT CARD MARKETING GIVEAWAY

OFFICIAL RULES

Important: Please read these Official Rules before entering this Giveaway (the "Giveaway").

By participating in this Giveaway, you agree to be bound by these Official Rules and represent that you satisfy all of the eliqibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. PURCHASE OR PAYMENT WILL NOT INCREASE ODDS OF RECEIVING THE GIVEAWAY.

Giveaway void in countries and regions where prohibited or where participation is restricted by law. Subject to applicable federal, state, and local laws.

- 1. **Eligibility:** The Giveaway is open only to US and Canada residents who are at least 18 years old. This Giveaway is not open to: (1) directors, officers, employees, analysts, sponsors or internally contracted vendors of Informatica LLC ("**Sponsor**") or its parent/subsidiaries, agents or affiliates and their immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live); (2) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (3) any individual whose employer's guidelines or policies do not allow participation in the Giveaway or acceptance of the Gift Card(s). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE FOR THE GIVEAWAY. To be eligible for the Giveaway, entries must be completed and received by Sponsor in the manner and format designated below.
- 2. **Giveaway Period:** The Giveaway begins when registration opens for the Executive Finance 360 Roundtable and ends when the roundtable commences on August 24, 2023 (the "*Giveaway Period*"). All entries must be received during the Giveaway Period and meet other requirements in these Official Rules to be eligible for the Giveaway. Sponsor's or its designee's computer is the official time-keeping device for the Giveaway and redemption deadline.
 - a. **How to Enter:** To enter, entrants must register online on the Informatica website for the Executive Finance 360 Roundtable with their work email on the specified Informatica registration page during the Giveaway Period. All entries must be received during the Giveaway Period and meet other requirements in these Official Rules.
 - b. How to Qualify: Entrants must attend the full 90-minute Executive Finance 360 Roundtable.
 - c. Redemption Deadline: Gift cards will be emailed to qualified entrants, and must be redeemed within 30 (thirty) days.

<u>For Each Entry Method</u>: Limit one entry per person during the Giveaway Period, regardless of entry method. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple entrants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

- 3. **Identity of Entrant:** If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An "authorized account holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.
- 4. **The Giveaway:** Each entrant will be limited to one (1) \$25.00 (twenty-five U.S. Dollars) gift card ("Gift Card"). Gift Card choices include DoorDash, Uber Eats, or GrubHub ("Vendors"), and exclude cash or generally redeemable gift cards that operate as cash. Sponsor reserves the right to substitute a Gift Card from a different Vendor if the entrant's choice is not available.

Gift Card Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY GIFT CARD ARE THE SOLE RESPONSIBILITY OF THE ENTRANT. No substitutions or exchanges of the Gift Card (including for cash) will be permitted, except that Sponsor reserves the right to substitute a Gift Card of comparable or greater value for any Gift Card. Sponsor will not replace any lost or stolen Gift Cards or Gift Card components. A limit of 40 Gift Cards as stated in these Official Rules is available to be distributed in the Giveaway. Sponsor reserves the right to not award a Gift Card to entrants after the limit is met.

Except for applicable manufacturer's standard warranties, the Gift Card is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose) regarding the Gift Card or any entrant's participation in the Giveaway. All costs and expenses, including support services, not specifically listed above as part of the Gift Card, are solely the entrant's responsibility.

<u>Delivery</u>: One (1) Gift Card will be delivered to each valid entrant via the email provided after eligibility is confirmed. No other means of delivery will be provided. If the entrant is unable to receive or redeem the Gift Card, if the Gift Card is undeliverable or otherwise does not reach the entrant, the entrant agrees that the Gift Card is forfeited.

- 5. **Disclaimer:** Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "*Released Parties*") will not be responsible for: (a) incorrect or inaccurate information caused by entrant or any unauthorized human intervention in any part of the Giveaway (b) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related or technical malfunctions, interruptions, disconnections, or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Giveaway disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; (d) any printing or typographical errors in any materials associated with the Giveaway; (e) technical or human error which may occur in the administration of the Giveaway; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt, use, or misuse of the Gift Card.
- 6. **Release of Liability**: By entering this Giveaway entrant agrees to release and hold harmless Sponsor and the Released Parties from any injury, loss or damage to person, including death, or damage to or loss of property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any Gift Card, participation in any Giveaway-related activity, or participation in the Giveaway.
- 7. Limitations of Liability; Releases: By entering the Giveaway, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Giveaway or delivery, misdelivery, acceptance, possession, use of or inability to use any Gift Card (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE GIVEAWAY OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE GIVEAWAYS OR ANY GIFT CARD, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE GIVEAWAYS OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE GIVEAWAY OR ANY GIFT CARD EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

- 8. By entering this Giveaway, you consent to being contacted by Sponsor for any purpose in connection with this Giveaway.
- 9. **Privacy:** See Sponsor's Privacy Policy at www.informatica.com/us/privacy-policy/.

NOTICE OF FINANCIAL INCENTIVE FOR CALIFORNIA RESIDENTS: If you are a California resident, the Gift Card offered under this Giveaway may constitute a financial incentive under the California Consumer Privacy Act of 2018 ("CCPA"). The amount of financial incentive for the personal information Informatica receives from your participation in the Giveaway is based upon the estimated value of the Gift Card at \$10.00 USD. The specific CCPA categories of personal information which may be used for this Giveaway are: (i) identifiers such as name, postal address, and email address; (ii) California Civil Code §1798.80(e) customer record information such as name, telephone, and address; (iii) internet or electronic network activity information, such as information about your interaction with our website, conference attendance, and the Giveaway; (iv) employment-related information such as your company and job title; and (v) inferences drawn from the foregoing used to create a profile of your preferences. The personal information provided will be collected, used, and disclosed in accordance with the Informatica Privacy Policy. By registering for and participating in the promotion, you are opting in to potentially receiving the financial incentive. You may opt-out of the financial incentive at any time by: (i) cancelling your participation in the Giveaway or not providing your personal information, or (ii) submitting a privacy request at privacy@informatica.com. The financial incentive related to submission and use of personal information is based upon our reasonable good faith estimate of the value of such information, which takes into consideration various factors such as anticipated revenue generated, anticipated expenses incurred for the collection, storage, and use of such information, and other relevant factors related to

the estimated value of such personal information to our business, as permitted under the CCPA.

- 10. **Intellectual Property Notice:** Informatica® is a registered trademark of Informatica LLC. The Giveaway and all accompanying materials are copyright ©2022 Informatica. All rights reserved.
- 11. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY. THE OFFICIAL RULES, OR ANY GIFT CARD AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR OR THE APPROPRIATE STATE COURT LOCATED IN SAN MATEO COUNTY, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY, ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN MATEO, CALIFORNIA, UNITED STATES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.
- 12. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Giveaway or any entrant's participation in the Giveaway should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Giveaway, or Sponsor otherwise becomes (in its discretion) incapable of running the Giveaway as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Giveaway, tamper with the operation of the Giveaway or engage in any conduct that is detrimental or unfair to Sponsor, the Giveaway or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Giveaway. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Giveaway. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

To the extent the promotion uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos, reward redemption), entrant understands that the promotion is not sponsored by such third parties, and further acknowledge and agree to follow the privacy policy and terms and conditions on such website(s), as applicable. Sponsor provides links to third party websites to the entrant as a convenience, and Sponsor does not make any representation or take responsibility for such third-party websites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such third-party websites.

The entrant is solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding his or her participation in the Giveaway and acceptance of the Gift Card. By accepting the Gift Card, entrant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If the entrant is unable to participate in or accept the Gift Card for any reason, the entrant must immediately inform Sponsor, and Sponsor shall have no further obligation to you. Sponsor will not replace any lost or stolen Gift Cards after Gift Card redemption. References to Vendors and its products in these Official Rules and the Virtual Event does not constitute or imply its endorsement or any affiliation. This sweepstake is not sponsored by any of the named Vendors.

Sponsor: Informatica LLC
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