

Rackspace Technology Google Data Cloud Summit Prize Drawing
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS DRAWING WILL BE GOVERNED BY U.S. LAW. OPEN TO GOOGLE DATA CLOUD ATTENDEES THAT COMPLETE THE ENTRY FORM WHO ARE AT LEAST 18 YEARS OLD AND OF THE AGE OF MAJORITY IN THEIR COUNTRY AND STATE/PROVINCE OF RESIDENCE AT THE TIME OF ENTRY. DO NOT ENTER IF YOU ARE NOT ELIGIBLE.

VOID WHERE PROHIBITED BY LAW.

The Rackspace Technology® Google Data Cloud Summit Prize Drawing (“**Drawing**”) is sponsored and administered by Rackspace US, Inc. (“Sponsor” and/or “Administrator”), 1 Fanatical Place, San Antonio, TX 78218.

- 1. DRAWING PERIOD:** The Drawing begins at 12:00PM CT on March 25, 2022 and ends at 11:59PM CT on April 6, 2022 (“Drawing Period”). Administrator's computer is the Drawing official clock.
- 2. ELIGIBILITY:** The Drawing is open to Google Data Cloud Summit (“**Summit**”) attendees that complete the entry form, regardless of where they reside, who are at least eighteen (18) years old at the time of entry and of the age of majority in their state or province of residence (“Entrant”). Employees of Sponsor, Administrator and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, “Sponsor Entities”), and their respective parent companies, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, and web masters (collectively, “Drawing Entities”), and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win a Prize.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to this Drawing. For purposes of the Drawing, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as requested by Sponsor or Administrator.

- 3. DRAWING OVERVIEW:** To participate in the Drawing an Entrant must follow the steps in Section 4 of these Official Rules and as outlined at <https://events.rackspace.com/google-cloud-data-summit-2022/> to register. The Drawing Prizes to be awarded are: 1 Apple iPad Air, 1 Apple Watch Series 7 and 1 pair of Apple Air Pod Pro (each a “Prize”) as further

described in Section 7, By completing an entry for the Drawing, Entrants will receive one (1) entry into the Drawing. **ALL WINNERS ARE DEEMED POTENTIAL WINNERS AND ARE SUBJECT TO VERIFICATION OF ELIGIBILITY. ENTRY DOES NOT IMPLY THAT YOU HAVE WON A PRIZE.** In the event of fewer than 3 entries, the number of Prizes available to be won will be equal to one half the number of entries. In the event that the Summit does not take place as scheduled, the Sponsor reserves the right to modify the Drawing to ensure the Drawing can be conducted as intended.

4.HOW TO ENTER: During the Drawing Period an Entrant must register for and attend the Google Data Cloud Summit 2022 as well as the Rackspace session “Intelligent Ticket Routing Using BigQuery and Vertex AI” and register at the official registration page: <https://www.rackspace.com/lp/google-cloud-data-summit-2022-prize-drawing> and register by submitting the information requested on the registration form, which may include, without limitation: their first and last name (initials are not permitted), ZIP/Postal Code, telephone number, date of birth, and confirmation that they have read and agree to be bound by these Official Rules.

Limit on Entries: An Entrant may only register for the Drawing once. If more than one (1) registration is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor’s sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an Entrant is using more than one e-mail address or multiple identities to participate in the Drawing, then that Entrant, in Sponsor’s sole discretion, may not be eligible to win a Prize. Automated methods to participate in this Drawing are prohibited and the use of any automated or computer system to participate is prohibited and will result in disqualification.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT PARTICIPATES IN THIS DRAWING ON THEIR MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS DRAWING. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS DRAWING. NORMAL INTERNET ACCESS AND USAGE CHARGES IMPOSED BY AN ENTRANT'S INTERNET SERVICE PROVIDER MAY APPLY.

5.RANDOM DRAWING:

On or about April 6, 2022, or in the event Summit is postponed, one (1) day after the end of the Drawing Period, the Administrator will randomly select: one (1) potential First Place Prize winner, one (1) potential Second Place Prize winner, and one (1) potential Third Place Prize winner from among all eligible entries.

6.General Conditions on Random Drawings: Potential winners will be notified via email within 7 days after the conclusion of the event. All random drawings will be conducted by the Administrator whose decisions are final on all matters relating to this Drawing.

7.PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

- A. First Place Prize (1):** An Apple iPad 10.9 - inch Space Gray Wi-Fi + Cellular 64GB (Model # MM6R3LL/A (cellular plan not included) with an Apple Pencil 2nd Generation (Model # MU8F2AM/A and Apple Care+ (valid for two years of original purchase date.). The ARV of the Prize is \$957.00 USD
- B. Second Place Prize (1):** An Apple Watch Series 7 GPS + Cellular (Model # Z0YQ) (cellular plan not included), 45mm Gold Stainless Steel Case with Abyss Blue Braided Solo Loop band with Apple Care + (valid for two years of original purchase date.) The ARV of the Prize is \$878.00 USD.
- C. Third Place Prize (1):** A pair of AirPods PRO (Model # MLWK3AM/A with Apple Care+ (valid for two years of original purchase date.) The ARV of the Prize \$278.00 USD
- D. Total ARV:** The total ARV of all available Prizes in the Drawing is \$2,287.32.00 USD.
- E. Odds of Winning:** The odds of winning will be determined by the number of entries received.
- F. General Conditions on Prizes:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of 1 First Place Prize or 1 Second Place Prize or 1 Third Place Prize per Entrant/household. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Drawing Entities shall not be held responsible for any delays in awarding a Prize for any reason. If after a good-faith attempt Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded.
- 8. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential Prize winners will be notified by telephone and e-mail on or about April 13, 2022. Potential winner notifications will include instructions on how to claim a Prize. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible Entrants, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes will be shipped to the winners at the provided physical addresses (P.O. Boxes are not permitted) within 6 to 8 weeks from verification of eligibility and compliance with these Official Rules. Any portion of a Prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, provincial and local taxes for their Prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Each Prize will only be awarded to a verified winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not

responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Drawing e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Drawing Entities shall not be held responsible for any delays in awarding the Prize for any reason.

9. LIMITATION OF LIABILITY: By participating in this Drawing, Entrants agree (and agree to confirm in writing if requested) that the Drawing Entities, and each of their respective affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, Virtual Booth providers, web masters, and their respective officers, directors, employees, representatives and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Drawing; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Drawing and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Drawing Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Drawing, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Drawing; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Drawing, including, but not limited to, any Drawing-related activity or element thereof, and the Entrant's Entry, participation or inability to participate in the Drawing; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Drawing is not capable of running as planned, including due to the cancellation or postponement of the Summit, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Drawing and/or proceed with the Drawing, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible registrations and/or entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS DRAWING, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT

10. DISPUTES, GOVERNING LAW AND VENUE: THE DRAWING AND ITS OFFICIAL RULES ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN SAN ANTONIO, BEXAR COUNTY, TEXAS. 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 IN ACCORDANCE WITH COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR FROM AAA OR A COMPARABLE ARBITRATION SERVICE. THE ARBITRATOR SHALL ISSUE A REASONED AWARD WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF SAN ANTONIO. NEITHER PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION UNDER THIS SECTION WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES. EITHER PARTY SHALL BE PERMITTED TO APPEAL THE FINAL AWARD UNDER THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES IN EFFECT AT THE TIME THE DISPUTE OR CLAIM AROSE. GROUNDS FOR VACATING THE AWARD SHALL INCLUDE, IN ADDITION TO THOSE ENUMERATED UNDER THE FEDERAL ARBITRATION ACT, THAT THE ARBITRATOR COMMITTED ERRORS OF LAW THAT ARE MATERIAL AND PREJUDICIAL. THE APPEAL SHALL BE DETERMINED UPON THE WRITTEN DOCUMENTS SUBMITTED BY THE PARTIES, WITH NO ORAL ARGUMENT. AFTER THE APPELLATE RIGHTS DESCRIBED HEREIN HAVE BEEN EXERCISED OR WAIVED, THE PARTIES SHALL HAVE NO FURTHER RIGHT TO CHALLENGE THE AWARD. EACH ENTRANT AGREES THAT THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER (AND HERBY WAIVES ALL RIGHTS TO CLAIM) PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR

SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE DRAWING OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

11. **PUBLICITY:** EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR AND ADMINISTRATOR (WHICH WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, ENTRY, FOOTAGE (IF APPLICABLE) AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.
12. **PRIVACY:** By entering this Drawing, Entrant acknowledges their understanding that they are providing information to the Sponsor. Information submitted to Sponsor by any Entrant is subject to Sponsor's Privacy Policy located at <https://www.rackspace.com/information/legal/privacycenter> . If you are selected as a winner, your information will be included in a publicly-available winners' list.
13. **REPRESENTATIONS AND WARRANTIES:** By entering this Drawing, Entrant represents and warrants that: (i) any information supplied by Entrant (including personally identifiable information) is accurate; (ii) Entrant has the right to provide such information to Sponsor and to grant the consents to use such information as provided herein; (iii) use of such information by Entrant or by Sponsor in the Drawing, as described in these Official Rules or for other promotional purposes will not violate the rights of Entrant or any third party; and (iv) that Entrant is at least eighteen (18) years of age or older and of the age of majority in Entrant's state or province of residence, as defined in Section 2.
14. **GENERAL:** Any attempted form of participation in this Drawing other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Drawing; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike, disruptive, and/or dishonest manner or with the intent to disrupt the normal operation of this Drawing. Any attempted form of participation in this Drawing other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that they might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Drawing will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of

identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as 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) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations, Square selections, and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Drawing details contained in these Official Rules and Drawing details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional marketing, and other promotional media), the details of the Drawing as set forth in these Official Rules shall prevail.

- 15. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Rackspace, Attn: Google Data Cloud Summit, 1 Fanatical Place, San Antonio, TX 78218. Winners List requests must be received no later than April 29, 2022

Rackspace US, Inc. shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.

Copyright ©2022 Rackspace US, Inc.

Rackspace Technology®, and other trademarks and/or logos used herein are trademarks/logos of Rackspace US, Inc. or their respective owners in the United States and/or other countries. All rights reserved.