



AVEPOINT HYBRID WORK AT IGNITE SWEEPSTAKES 2022

Official Rules

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

1. **Eligibility:** The AvePoint Hybrid Work at Ignite Sweepstakes 2022 (the “Sweepstakes”) is open only to those who complete the entry form on <https://www.avepoint.com/lp/workfromanywhere>, who are at least eighteen (18) years old at the time of entry. AvePoint Community Influencers, employees of Sponsors as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. This Sweepstakes is only eligible for participants located within the contiguous United States, excluding residents of Florida, Rhode Island, and New York. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning the Prize is contingent upon fulfilling all of the requirements set forth herein. In offering this Prize to eligible participants, and with regard to any public sector or government employees at the state, local, or federal level, or to U.S. military service members (active duty or reserves), AvePoint makes no representations or warranties whatsoever to such individuals pertaining to this Prize or Sweepstakes’ conformity and compliance with any state, federal, or independent agency regulations governing the standards of ethical conduct of government and military personnel and their compliance with all applicable regulations, including Code of Federal Regulations Part 2635 – Standards of Ethical Conduct for Employees of the Executive Branch and any agency supplemental regulations that modify or supplement 5 C.F.R part 2635. AvePoint strongly encourages all government and military personnel to consult their applicable ethics office and agency designee prior to accepting free pie. AvePoint and its affiliates will not be liable for any damages, losses, or causes of action of any nature arising from accepting this offer of free attendance without proper consultation and permission being obtained by the prospective attendee from his or her applicable ethics official or agency designee. All entrants are encouraged to consult their internal gifting and ethics policies prior to redeeming.
2. **Sponsor:** AvePoint, Inc., 525 Washington Blvd., Suite 1400, Jersey City, NJ 07310 (“Sponsor” or “AvePoint”). AvePoint is a global leader in infrastructure management software solutions for the Microsoft SharePoint platform. AvePoint specializes in comprehensive data protection, disaster recovery, replication, migration, administration, archiving and compliance solutions for all Microsoft SharePoint Products and Technologies and sells such products exclusively to business clientele, government organizations and non-profit entities.
3. **Timing:** The Sweepstakes begins on October 12 at 09:00am PST Pacific Standard Time (“PST”) and ends October 14 at 12:00am PST (the “Promotion Period”). The winner will be chosen by drawing. The drawing will be held on October 21, 2022. The foregoing times are subject to change, in AvePoint’s sole discretion, up to and through the day of the event.
4. **How to Enter:** To qualify for the Prize, an online registration via AvePoint.com/ignite, or physically scanned in via lead retrieval device at Microsoft Ignite Flagship event in Seattle, Washington must be completed. The Prize is not redeemable in cash and must be accepted as awarded.
5. **Drawing:** Sponsor’s decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on October 21st, at 12pm PST. The foregoing drawing date and time is subject to change, in AvePoint’s sole discretion, up to and through the anticipated drawing date indicated above. If the announced winner does not communicate with Sponsor to claim the Prize after the drawing, or is otherwise found to be ineligible to win, that entrant will be disqualified and, at Sponsor’s sole discretion at the time of drawing, a new winner will be chosen by random drawing. The potential winner will be required to sign and return to Sponsor, within ten (10) days of the Drawing, a Declaration of Eligibility, Liability & Publicity Release (“Declaration”) in order to claim his/her Prize. In the event that the potential winner is disqualified for any reason, Sponsor will award the Prize to an alternate potential winner by random drawing from among all remaining eligible entries under the process stated in these Rules until the Prize is duly awarded.

6. Prize: Four Weeks (up to 28 consecutive nights) of Lodging in the destination of Winner's choice, worldwide up to \$10,000 USD. Winner will not receive difference between actual and approximate retail value. The Prize is non-transferable and no substitution of this Prize will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. Odds of winning the Prize depends on the number of eligible entries received during the Promotion Period.
7. Taxes and Title: The potential winner may be required to show proof of identity before being awarded the Prize. The winner will be responsible for all applicable taxes, title, licensing, fees and shipping costs. The Winner must complete IRS form W-9 or W-8BEN prior to the release of a Prize and will be provided with the record stating its value. If needed, Sponsor will assist winner in processing paperwork for transferring ownership or title of the Prize, however Winner shall be responsible for payment of all necessary fees or charges of governmental or taxation authorities. All arrangements must be finalized within thirty (30) days from the drawing date.
8. Release and Indemnifications: The Winner must sign the Sponsor's Declaration of Eligibility, Liability & Publicity Release form, which shall be provided, to: (i) confirm compliance with the Sweepstakes Rules; (ii) agree to accept the Prize as awarded and "AS IS" and "WHERE IS"; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parents related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, members, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Sweepstakes including all organizers of the Microsoft Ignite Conference, AvePoint and the Seattle Convention Center(the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a Prize or any travel related thereto, and the use of the entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Sweepstakes to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Sweepstakes or any Prize, liability for physical injury, death, or property damage which the Winners, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of Winner's participation in the Sweepstakes and/or in connection with the acceptance and/ or use or misuse by the Winner of the Prize as awarded; and (iv) defend (including reasonable attorneys' fees), hold harmless and indemnify the Released Parties against any loss, damage, or expense that any of the Released Parties may suffer or incur as a result of any non-compliance by Winner with any of the Sweepstakes Rules or participation in the Sweepstakes and/or in connection with the acceptance, use or misuse by Winner or any other persons of a Prize and the use of the entry by Sponsor.
9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
10. General Conditions: EXCEPT WHERE PROHIBITED, Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (4) 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 Sweepstakes or receipt or use or misuse of the Prize.; (5) the security or privacy of information transmitted via computer via computer network or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (6) late, lost, misdirected or unsuccessful efforts to notify a Winner. If for any reason an entrant's entry is confirmed to have been

erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in a future sweepstakes by Sponsor.

12. Disputes: Except where prohibited, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules (whether of the State of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of the Commonwealth of Virginia.
13. Data Privacy: By submitting your contact details to AvePoint, you will be providing consent to receive e-mail marketing messages from AvePoint unless you have indicated an objection to receiving such messages. You also agree that AvePoint may transfer your personal data for these purposes to other AvePoint group companies. You agree to being contacted by e-mail and telephone for the aforementioned purposes. You can withdraw your consent at any time by clicking "Unsubscribe" in any marketing e-mail received from AvePoint or via the e-mail address mentioned below. Details of personal data stored at AvePoint are available on request during normal working hours by e-mailing [marketing@avepoint.com] and corrections, deletions or blocking of personal data can be requested. To view AvePoint's Privacy Policy please visit <http://www.avepoint.com/company/privacy-policy> or contact privacy@avepoint.com for more information. © 2021 AvePoint, Inc. All rights reserved.

