

MICROSOFT KUBERNETES ACROSS HYBRID AND MULTI-CLOUD SURVEY SWEEPSTAKES

OFFICIAL RULES

1. SPONSOR

These Official Rules ("Rules") govern the operation of the Microsoft Kubernetes across Hybrid and Multi-Cloud Survey Sweepstakes ("Sweepstakes"). Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052, USA, is the Sweepstakes sponsor ("Sponsor").

2. DEFINITIONS

In these Rules, "Microsoft", "we", "our", and "us" refer to Sponsor and "you" and "yourself" refers to a Sweepstakes participant, or the parent/legal guardian of any Sweepstakes entrant who has not reached the age of majority to contractually obligate themselves in their legal place of residence. By entering you (your parent/legal guardian if you are not the age of majority in your legal place of residence) agree to be bound by these Rules.

3. ENTRY PERIOD

The Sweepstakes starts at 9:01 a.m. Pacific Time (PT) on April 21, 2023, and ends at 11:59 p.m. PT on May 10, 2023 ("Entry Period").

4. ELIGIBILITY

This is a trade Sweepstakes open only to people who (a) work with and leverage Kubernetes at work; (b) are deemed qualified to participate following completion of the first page of the survey, "Part 0 of 3: Before Getting Started"; and (c) are eighteen (18) years of age or older. If you are eighteen (18) years of age or older but have not reached the age of majority in your legal place of residence, then you must have consent of a parent/legal guardian.

Employees and directors of Microsoft Corporation and its subsidiaries, affiliates, advertising agencies, and Sweepstakes Parties are not eligible, nor are persons involved in the execution or administration of this promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household). Void in Belarus, Burkina Faso, the Commonwealth of Dominica, Cuba, Haiti, Iran, Liberia, Myanmar, Nigeria, North Korea, Pakistan, Region of Crimea, Russia, Sudan, Syria, Uganda, and where otherwise prohibited by law.

If you are participating in your capacity as an employee, it is your sole responsibility to comply with your employer's gift policies. Microsoft will not be party to any disputes or actions related to this matter. Microsoft is committed to complying with government gift and ethics rules and therefore **government and public sector employees are not eligible** to enter.

5. HOW TO ENTER

No Purchase Necessary. You will receive one (1) entry by visiting the web site for the Sweepstakes [here](#) and completing all of the registration requirements including completion of a short survey. You must

answer all required questions in the full survey to receive an entry. Your eligibility to complete the full survey will be determined during completion of the first page of the survey, “Part 0 of 3: Before Getting Started.”

The entry limit is one (1) per person overall. Any attempt by you to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations, logins, or any other methods will void your entries and you may be disqualified. Use of any automated system to participate is prohibited.

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the “authorized account holder” of the email address, social media account, or other method used to enter. The “authorized account holder” is the natural person assigned to an email address by an internet or online service provider, or other organization responsible for assigning email addresses.

6. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent in a random drawing from among all eligible entries received within seven (7) days following the Entry Period.

Winners will be notified via the contact information provided during entry no more than seven (7) days following the drawing with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any Forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are eighteen (18) years of age or older but have not reached the age of majority in your place of legal residence, we may require your parent/legal guardian to sign all required forms on your behalf. Only three (3) alternate winners will be selected, after which unclaimed prizes will remain unawarded.

7. PRIZES

The following prizes will be awarded:

Five (5) Grand Prizes. Each winner will receive:

A cash prize, to be awarded in accordance with Section 8 (Participant Gratuity Options) below.
Approximate Retail Value (ARV) \$300.00 USD.

The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. We will determine the value of the prize to be the fair market value at the time of prize award.

The total Approximate Retail Value (ARV) of all prizes: **\$1,500.00 USD.**

We will only award one (1) prize per person during the Entry Period. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Microsoft reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Except for applicable manufacturer’s limited warranties and any rights you may have

under your local laws, prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose); you assume the entire risk of quality and performance, and should the prizes prove defective, you assume the entire cost of all necessary servicing or repair. Microsoft’s limited warranty terms can be found at <https://support.microsoft.com/warranty>, and specifically the U.S. warranty is [here](#). Prizes will be sent no later than twenty-eight (28) days after winner selection. Prize winners may be required to complete and return prize claim and/or tax forms (“Forms”) within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize. By accepting a prize, you agree that Microsoft may use your entry, name, image and hometown online and in print, or in any other media, in connection with this Sweepstakes without payment or compensation to you, except where prohibited by law.

8. Participant Gratuity Options

a. For US Based Participants:

- i. **PayPal** – PayPal payments should arrive within twenty-four (24) to forty-eight (48) hours.
- ii. **Digital Visa Card** – Digital Visa cards can be sent by email and redeemed at any online retailer where Visa cards are accepted. Digital Visa cards should arrive within twenty-four (24) hours. Digital Visa cards will expire within twelve (12) months of being issued.
- iii. **Bank Transfer** – Participants would be required to provide their Routing and Account number for an ACH bank transfer. Bank transfers should arrive within three (3) to five (5) business days.
- iv. **Tremendous Digital Gift Card** – Assorted digital retail gift cards are available through the Tremendous gift card catalogue. Gift cards should arrive within twenty (20) minutes of being sent.
- v. **Amazon Gift Card** – Virtual Amazon gift cards can be emailed out to participants. Virtual Amazon gift card payments should arrive within twenty (20) minutes of being sent.
- vi. **Donation** – Participants can choose to donate their gratuity to a number of charities including: Doctors Without Borders, International Rescue Committee, Save the Children and American Red Cross.

b. For International Participants (based outside the US):

- i. **PayPal** – PayPal payments should arrive within twenty-four (24) to forty-eight (48) hours. **Unfortunately, PayPal is unavailable for the following regions: India, Armenia, Maldives, Uzbekistan, Rwanda, and Brunei Darussalam.**
- ii. **Digital Visa** – Digital Visa can be sent by email and redeemed at any online retailer where Visa or Mastercards are accepted. Digital Visas will expire within twelve (12) months of being issued. **Unfortunately, digital Visa are not available for the following regions: Albania, India, Serbia, and Dominican Republic.***
- iii. **Digital Mastercard** – Digital Mastercards can be sent by email and redeemed at any online retailer where Mastercards are accepted. Digital Mastercards will expire within twelve (12) months of being issued. **Unfortunately, digital Mastercards are not available for the following regions: Albania, India, Rwanda, Serbia, Thailand, and Dominican Republic.***
- iv. **Tremendous Digital Gift Card** – Assorted digital retail gift cards are available through the Tremendous gift card catalogue. Gift cards should arrive within twenty (20) minutes of being sent.
- v. **Amazon Gift Card** – Virtual Amazon gift cards can be emailed to international participants based in Canada, UK, Germany, Austria, Luxembourg, Netherlands, Poland, Spain, France,

Italy and Japan. International participants located outside of these regions would not be able to receive a Virtual Amazon gift card. Virtual Amazon gift card payments should arrive within twenty (20) minutes of being sent.

- vi. **Donation** – Participants can choose to donate their gratuity to any of the following international charities: Doctors Without Borders, International Rescue Committee, Save the Children.

*** The following fees may apply for international Visa or Mastercard gratuities:**

Fee	Description
Currency Conversion	If a cardholder makes a transaction on their card in a currency other than the issued currency, there is a two percent (2%) currency conversion fee imposed by the card provider
Reissuance	If a cardholder needs to have their card reissued for any reason, they will be charged a fee of \$12.95 USD for USD, or \$10.00 USD for EUR, GBP, or CAD
Physical Cards	In some regions, recipients have the option to select a physical card, if chosen, there is a fee deducted from the card's balance, which varies per regions
Additional Currencies	While there is no fee for virtual cards sent in USD, CAD, EUR, and GBP, there are fees to send rewards in other currencies, such as INR (\$5.00/reward).

Unfortunately, due to local payment laws, Sponsor is unable to provide any gratuity options to participants residing in the following regions: Iran, Belarus, Burkina Faso, Commonwealth of Dominica, Haiti, Iraq, Liberia, Myanmar, Nigeria, Pakistan, Russia, Uganda, Ukraine

9. ODDS

The odds of winning are based on the number of eligible entries received.

10. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss, or damage of any kind arising in connection with this Sweepstakes or any prize won.

All local laws apply. The decisions of Microsoft are final and binding.

We reserve the right to cancel, change, or suspend this Sweepstakes for any reason, including cheating, technology failure, catastrophe, war, or any other unforeseen or unexpected event that affects the integrity of this Sweepstakes, whether human or mechanical. If the integrity of the Sweepstakes cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Sweepstakes by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future Microsoft promotions.

11. USE OF YOUR ENTRY

Personal data you provide while entering this Sweepstakes will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Sweepstakes and in accordance with the [Microsoft Privacy Statement](#).

12. GOVERNING LAW

This Sweepstakes will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Sweepstakes.

13. WINNERS LIST

Send an email to galeyang@microsoft.com with the subject line "Kubernetes across Hybrid and Multi-Cloud Survey Sweepstakes winners" within 30 days of May 10, 2023 to receive a list of winners that received a prize worth \$25.00 or more.