

## Snap Your School's IT Closet Photo Contest Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "Snap Your School's IT Closet" Photo Contest (the "Contest") is sponsored by the VERTIV Group, Corp. (the "Sponsor") 530 Westar Boulevard, Westerville, OH 43082.

**Eligibility:** Contest is only open to current IT professionals who work with K-12 grade school districts within the U.S., including D.C, who have reached the age of majority in their state of residence at the time of entry. Employees, officers and directors (including immediate family members and members of the same household) of the Sponsor, American Sweepstakes & Promotions Co., their affiliated companies, subsidiaries, advertising and promotion agencies, and any other entities directly associated with this Contest (collectively, "Released Parties"), are also not eligible to participate. All federal, state, and local laws and regulations apply. **Void where prohibited.**

**Contest Period:** The Contest will begin at 12:00:01 a.m., Eastern Time ("ET") on December 1, 2020 and ends at 11:59:59 p.m. ET on March 1, 2021 (the "Contest Period"):

**How to Enter:** Eligible Participants ("Participant") are invited to enter the Contest through the Sponsor's various reseller partners. Each Participant can enter their local school, public, private or charter, grades Kindergarten through 12. To enter they must submit a photo of the server/IT room/closet of a school that they manage to help showcase why this school would benefit from winning the Grand Prize. Participants will be directed to a landing page on the Sponsor's website (<https://www.vertiv.com/en-us/about/news-and-insights/events/k-12-network-closet-photo-sweepstakes/>) where they will enter their contact information including their name, title, email address, phone number along with the name and address of the school and upload their photo (the "Submission"). Once submitted they be invited to a fill out a brief survey which will help determine what their IT equipment needs may be. By fully completing the method of entry outlined above during one the Contest Period, the participant will receive one (1) entry ("Entry") into the Contest.

**LIMIT one Entry per person, per school during the Contest Period.** Proof of submission of an Entry is not considered proof of delivery to or receipt by Sponsor. Sponsor and Released Parties are not responsible for: (a) late, incomplete, delayed, or misdirected entries; (b) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest (c) any Entry submitted in a manner that is not expressly allowed under these Official Rules; (d) incorrect or inaccurate Entry information; (e) any typographical or other error in the printing or advertising of this offer, in the administration or execution of the Contest or in the announcement/notification of the prize Winner; or (f) cheating or fraud by any participant. Any incomplete or non-conforming Entry will be disqualified. Each Entry become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating in this Contest, entrants agree to be bound by these Official Rules.

**Submission Guidelines:** Submissions must be the original work of the participant and must be the sole owner of the copyright of any submission he or she submits. Each Participant represents and warrants that the Submission does not infringe any other person's or entity's rights. The Sponsor, in its sole discretion, may disqualify any Participant from the Contest if it believes that the Submission does not clearly represent and follow the applicable Contest theme as outlined in these Official Rules and if it fails to conform to the Submission Guidelines contained in these Official Rules. Submission may not contain any of the following: i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than entrant or Sponsor; ii) materials which contain behavior inappropriate for a general audience; iii) materials which are derogatory to Sponsor, or any affiliated entity or person; iv) materials which do not comport with the Submission Guidelines. Entries which do not conform to these Submission Guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to disqualify and remove any Submission which does not comply with any requirement of the Contest.

**Grand Prize Winner Determination:** At the end of the contest a panel of qualified judges, as determined by the Sponsor (the "Judges"), will review all eligible submissions and chose one (1) Grand Prize Winner based on the following judging criteria: 30% Relevance to Contest Theme, 30% Originality/Creativity, 40% Overall Need. In the event of a tie, the score for Overall Need will determine the Grand Prize Winner. The decision of the Judges will be final. The Submission with the highest score will be determined to be the Grand Prize Winner.

**Prize:** One (1) School will be awarded the Grand Prize based on the Submission that the Judges determined was the Grand Prize Winner. That Grand Prize will include a package of IT equipment that has a retail value of up to \$30,000. The package will be fulfilled from one of the Sponsor's reseller partners. Approximate Retail Value of the prize package not to exceed \$30,000.

**Prize Conditions:** The Grand Prize Winner will first be contacted by the Sponsor's reseller partner that invited the Participant. In the event of noncompliance with the Official Rules, if the Grand Prize Winner cannot be reached within seven (7) days of the first attempt, or if the prize or prize notification is returned as unclaimed or undeliverable, an alternate Grand Prize Winner with the next highest score may be selected. The Grand Prize Winner will be responsible for notifying the school that they submitted into the Contest and working with the school to determine the Grand Prize package. The Grand Prize Winner and the school are responsible for all applicable federal, state, and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. Each Entrant's entry and acceptance of the prize offered constitutes permission (except where prohibited by law or Sponsor's Privacy Policy) for the Sponsor to use said the Grand Prize Winner's name and the name of the school along both their addresses (city and state), and the Submission in all forms of media, in perpetuity, without notice or further compensation.

**Internet Limitations of Liability:** If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Grand Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Contest Entities assume no responsibility for any error, omission, interruption, deletion,

defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Contest Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line 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.

**Use of Data:** Sponsor will be collecting personal data about entrants including phone numbers and e-mail addresses in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link <https://www.vertiv.com/en-us/privacy-policy/>. By participating in the Contest and providing this information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**Terms & Conditions:** This Contest is subject to all applicable federal, state, and local laws. By entering the Contest, Participants agree to release, discharge, indemnify and hold harmless the Sponsor and its parent company, subsidiaries, affiliates, retailers, distributors and advertising and promotion agencies, and prize suppliers, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Contest or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Participants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will fully be prosecuted of the law. All Participants agree to be bound by these Official Rules and the decisions of the Administrator and waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. **This Contest is void where prohibited.**

**Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio,

without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

**Winners List Requests:** To request confirmation of the name and address of the winner and school please send a self-addressed, stamped business size envelope, by February 28, 2020 to ASC/Snap Your School's IT Closet Photo Contest Winner's List, 300 State St. Suite 402, Rochester, NY 14614.

**Sponsor :** VERTIV Group, Corp., 530 Westar Boulevard, Westerville, OH 43082.