

## RingCentral, Inc. - RingCentral National Small Business Week Contest (2023) - Official Rules

**PLEASE BE ADVISED THAT YOU HAVE NOT YET WON. NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED.**

The RingCentral National Small Business Week Contest (the “Promotion”) is sponsored and administered by RingCentral, Inc. (“RingCentral”), 20 Davis Drive, Belmont, CA 94002. The Promotion is governed by these official rules (“Official Rules”). By participating in the Promotion, each entrant (“Entrant,” and collectively, “Entrants”) agrees to abide by these Official Rules, including all eligibility requirements, and any decision RingCentral makes regarding this Promotion, which RingCentral shall make in its sole discretion and shall be final and binding in all respects, including with respect to the results of the Promotion.

1. **Promotion Period:** The Promotion begins at 12:01 AM Pacific Time (“PT”) on May 1, 2023 and ends at 11:59 PM PT on May 19, 2023 (“Promotion Period”).
2. **Definitions:** For the purpose of these Terms only, the following terms shall have the following meanings:
  - 2.1 **“Approved Channels”** means the channels or methods that Entrant may use to submit the Video under this Promotion, which includes any of the following: (1) the RingCentral email titled SMBcontest@ringcentral.com ; (2) a private link post to YouTube; or (3) a private link post to Vimeo.
  - 2.2 **“Judges”** means a panel of RingCentral executives who will determine, on behalf of RingCentral, the Winners (as defined below) of this Promotion pursuant to the Judging Criteria (as defined below) and otherwise set forth under these Official Rules. The specific individuals who will be Judges under this Promotion are: (1) Sander Zaydman (Sr. Director of Marketing); (2) Kelly Hoover (Sr. Manager of Campaign Development); (3) Bryan Allen (VP of Marketing); and (4) Jonathan Leaf (SVP of SMB Sales). RingCentral may replace, include, or remove any Judge under this Promotion without notice to Entrants.
  - 2.3 **“Prizes”** means the collective or individual reference of the Grand Prize, the Runner Up Prizes, the Honorable Mention Prizes, and any other prize awarded under this Promotion as set forth within these Official Rules.
3. **Eligibility:** To be eligible for the Promotion, Entrant must be: (1) a RingCentral customer; (2) a company with 1-100 employees; (3) registered within the United States; and (4) not a Public Sector Entity. A “Public Sector Entity” is an entity that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by): (A) the executive, legislative, or judicial branches of any government within the United States (federal, state or local) and its territories; or by any other country’s government at any level; (B) a quasi-governmental entity (such as the World Bank); (C) an international governing/regulatory

body (such as a European Union institution); (D) a publicly funded institution (such as a college, university, or hospital); or (E) any other entity that is obliged by local law to source under public procurement law. Promotion is void where restricted or prohibited by law. The Promotion is subject to all national, state, and local laws. The eligibility of Entrants shall be determined by RingCentral in its sole discretion.

- 4. How to Enter:** To obtain entry into the Promotion, Entrant must: (1) enter Entrant's information on the Promotion landing page [<https://go.ringcentral.com/smbwk2023contest.html>]; (2) create a short video ("Video") in compliance with the video requirements set forth below; and (3) post or otherwise submit the Video on one of the Approved Channels ("Entry" or collectively, "Entries"). One Video per Entry. There is no limit to the quantity of Entries submitted by Entrant. A Video may not be posted under more than one Entry. If a same or materially similar Video (as determined in RingCentral's sole discretion) has been submitted under more than one Entry, the first Entry with such Video will be entered into the Promotion and the same or materially similar Entries will be deemed ineligible and disqualified. Use of any automated system to participate is prohibited and will result in disqualification. RingCentral is not responsible for: (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) those who cannot access or complete the Entry; (iii) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; and/or (iv) delay, failure or malfunction of any kind relating to the Promotion. Incomplete or corrupted Entries are void and will not be accepted. To be eligible, Entries must be received prior to the end of the Promotion Period. All Entries become the sole and exclusive property of RingCentral.
- 5. Video Requirements:** The Video must be between one and three minutes in duration. Videos shorter than 1 minute or longer than 3 minutes will be deemed an invalid Entry by RingCentral and disqualified, unless otherwise decided by RingCentral in its sole discretion. The Video must not be generated in any way by artificial intelligence and must contain all of the following: (1) Entrant company name; (2) the name and title of at least one individual who is employed by Entrant; and (3) an explanation of how Entrant is using RingCentral MVP platform to run Entrant's business, engage with Entrant's staff or customers; or otherwise take Entrant's business to the next level (as solely determined and decided by RingCentral). Videos must not, as determined in RingCentral's sole and absolute discretion: (1) have ever been previously published; (2) infringe upon any rights of any third party, including, without limitation, copyright, trademark, and rights of publicity and/or privacy; (3) copy, incorporate, or include music or video from any movies, commercials, radio, television, or the Internet, unless the Entrant is the lawful copyright owner of such material; (4) be or contain any content that is or may be perceived as violent, immoral, defamatory, derogatory, offensive, illegal, sexually suggestive, obscene, or similarly inappropriate, or that represents RingCentral or any of its affiliates in a negative way or in any manner not consistent with the RingCentral brand and/or reputation; (5) contain, include, or encourage images or activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property; (6) suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity; (7) be dangerous or unsafe to make or produce; (8) contain any mention, discussion, logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image or intellectual property of any business or company without that entity's prior written consent.
- 6. RingCentral Use of Entry:** By entering this Promotion and submitting a Video, each Entrant, as a condition of participation in the Promotion: grants a royalty-free, perpetual, and irrevocable

worldwide license, regardless of subsequent assignment or ownership change, exclusive to RingCentral (except for the limited rights accorded to Approved Channels through their terms of use), to use, edit, alter, adapt, modify, copy, reproduce, publish, display, distribute, transform, create derivative works from, and otherwise show and use (unless prohibited by applicable law) the Video (including all material embodied therein), in any way or in any media or form, now or hereafter known or developed, in whole or in part, for trade, advertising, promotional, marketing, commercial, trade, or other purposes as RingCentral determines, in its sole discretion. Entrants will have no right of notice, review, or approval of any such use of the Video and/or Entrant's name or Entrant's employee's name(s). Each Entrant: (a) upon request by RingCentral or their agents or representatives, shall sign any documents for such purpose; (b) acknowledges and agrees that the Video (or any part thereof) and/or the Entrant's name may be used in whole or in part, alone or in combination with other works, and that the Video may be changed, altered, edited, modified, or used in any other manner, as solely determined by RingCentral; and (c) warrants and represents that Entrant has received all rights, releases, and permissions that may be necessary from any individual appearing in a Video and from the videographer of the Video to grant this license for the use of the Video as stated ("**Video Entry Warranties**"). Entrant's failure to grant any of the above Video Entry Warranties will result in the immediate disqualification of Entrant's Entry and Entrant will not be eligible to be deemed a Winner and be granted any Prize under this Promotion, as determined solely by RingCentral without any recourse or right of appeal by Entrant.

7. **Winners:** A total of five (5) "**Winners**" will be selected by RingCentral (pursuant to these Official Rules) during the Promotion Period. The Judges will select one "**Grand Prize Winner**" to receive the Grand Prize (as defined below) and any other prize as set forth in these Official Rules, two "**Runners Up**" who will each receive a Runner Up Prize (as defined below) and any other prize as set forth in these Official Rules, and two "**Honorable Mentions**" who will each receive an Honorable Mention Prize.

- 7.1 Judging Criteria. Entries will be judged by the Judges over a weeklong period, culminating on or around May 22, 2023. The Judges will select the Winners on the basis of the following criteria: (1) originality and creativity; (2) entertainment appeal; and (3) compliance with the Video Requirements (the "**Judging Criteria**"). The decisions of the Judges are final and may not be appealed for any reason.

- 7.2 Winner(s) Conditions. If a selected Winner is deemed ineligible, for any reason, the Winner will be disqualified, and an alternate Winner may be selected by the Judges in accordance with the judging criteria above. If there is not an eligible Entrant for any of the Winner selections set forth above, RingCentral may elect not to award the applicable Prize, at its sole discretion. Each Winner will be notified on or around May 22<sup>nd</sup>, 2023 via the email address provided to RingCentral and announced on the Promotion landing page and RingCentral social channels on or around May 24<sup>th</sup>, 2023. RingCentral is not responsible for any delay or failure to receive notification for any reason, including an inactive email account, technical difficulties associated therewith, or a Winner's failure to adequately monitor any email account. Should a Winner fail to promptly respond to RingCentral, RingCentral reserves the right to disqualify that Winner. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners.

8. **Prizes:** One (1) \$5,000 gift card will be awarded as the “**Grand Prize**” to the Grand Prize Winner. One (1) \$3,000 gift card will be awarded as the “**Runner Up Prize**” to each Runner Up, and one (1) \$2,000 gift card will be awarded as the “**Honorable Mention Prize**” to each Honorable Mention. The approximate retail value for all Prizes is \$10,000. The Prizes will be subject to the terms of the issuer. No substitution, assignment or transfer of the prizes is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. TAXES AND ANY OTHER COSTS, IF ANY, RELATED TO THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER. As a condition of receiving the prizes, the Grand Prize Winner and both Runners Up will be required to participate in a roundtable discussion with host Daymond John to discuss their small/medium business experience (date TBD)

8.1 Prize Taxes and Other Responsibilities. The Winners will be: (i) responsible for paying all costs and expenses related to the Prize that are not specifically mentioned, including, but not limited to, gratuities, meals, beverages, ground transportation, taxes, and any other incidental costs or expenses that might reasonably be incurred by the Winners in receiving or using the Prize; and (ii) in order to claim the Prize, required to submit their taxpayer ID numbers to RingCentral and to cooperate with RingCentral for purposes of RingCentral’s compliance with applicable tax law. In order to claim the Prize, Winner may be required to complete an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Release (where legal) and W-9 or similar tax form, which must be executed and returned to RingCentral within seven days of date printed on the notification provided by RingCentral, or Winner will forfeit the Prize and another Winner may be chosen in accordance with these Official Rules. The value of the Prize may be treated as ordinary income to recipient for income tax purposes. If required by law, applicable tax forms will be sent to the Winners.

8.2 Delivery of Prize. The Winner will provide reasonably requested cooperation necessary for making all necessary arrangements for delivery of the Prize to Winner within a reasonable time period to be specified by RingCentral. To deliver a Prize, RingCentral may be required to provide certain information about the Winner to third parties, including but not limited to the Winner's name and address. Entrant hereby authorizes RingCentral to provide any personal information about Entrant to third parties to the extent necessary to deliver a Prize to the Entrant.

8.3 Prize Disclaimer. ALL PRIZES ARE PROVIDED "AS IS." RINGCENTRAL DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Entrants acknowledge that RingCentral and its affiliates have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relating to a Prize or regarding the use, value, or enjoyment of the Prize.

9. **Odds:** Odds of winning are based on the skill of the Entrants and the total number of Entries received.

10. **Conditions of Participation:** RingCentral reserves the right to disqualify and prosecute to the fullest extent permitted by law any Entrant or Winner who, in RingCentral’s reasonable suspicion,

tampers with RingCentral's site, the entry process, intentionally submits more than the permitted number of entries, violates these rules, or acts in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RINGCENTRAL RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL ATTORNEYS' FEES.

**11. Winner List and Official Rules:** To obtain a copy of these Official Rules or names of the Winners, send a self-addressed, stamped envelope to, Attn: RingCentral National Small Business Week Contest Winners List Request, RingCentral, Inc., 20 Davis Dr., Belmont, CA 94002. Requests must be received by December 31, 2023. Vermont residents may omit return postage.

**12. Privacy Policy:** RingCentral may use Entrants' personal information for Promotion management related purposes, including Entrants' admission and selection and Winners' notification and prize delivery. By accepting a prize, Winners allow RingCentral to disclose certain personal information as specified in Section 11. RingCentral may also use Entrants' personal information to send them information about RingCentral products and services. Personal information submitted for this Promotion will be collected and used in accordance with RingCentral's Privacy Policy, which can be found at <http://www.ringcentral.com/legal/privacy-policy.html>, subject to the other provisions of these Official Rules.

**13. Representations and Warranties:** Entrants represent and warrant that (1) they are permitted to accept a Prize in accordance with their own gift policies and applicable law, and (2) they will not use any Prize for illegal purposes.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

14.1 ENTRANT AGREES TO RELEASE AND HOLD RINGCENTRAL AND ITS AFFILIATES AND SUPPLIERS AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY (COLLECTIVELY, "LOSSES"), ARISING—DIRECTLY OR INDIRECTLY—FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT, USE, OR MISUSE OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR LOSSES ARISING FROM: (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 PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) HUMAN ERROR; (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY ENTRANT; (6) TAXES OWED AND DUE BY THE ENTRANT IN CONNECTION WITH THE PROMOTION; OR (7) ENTRANT'S BREACH OF THESE OFFICIAL RULES.

- 14.2 IN NO EVENT SHALL RINGCENTRAL OR ITS AFFILIATES BE LIABLE TO ANY ENTRANT OR ANY THIRD PARTY FOR: (1) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY; OR (2) ATTORNEYS' FEES OR OTHER LEGAL COSTS.
- 14.3 RINGCENTRAL'S TOTAL LIABILITY FOR ANY DAMAGES INCURRED BY ENTRANT IN CONNECTION WITH THE PROMOTION SHALL NOT EXCEED THE APPROXIMATE RETAIL VALUE OF THE HONORABLE MENTION PRIZE. ENTRANT AGREES THAT THIS LIMITATION OF LIABILITY REFLECTS THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES.
- 14.4 THE LIMITATIONS SPECIFIED IN THIS SECTION 14 WILL SURVIVE AND APPLY IN ALL CIRCUMSTANCES. NOTHING IN THESE OFFICIAL RULES LIMITS OR EXCLUDES LIABILITY FOR:
- 14.4.1 DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
  - 14.4.2 FRAUD OR FRAUDULENT MISREPRESENTATION; OR
  - 14.4.3 ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- 14.5 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 the Promotion. No more than the stated number of Prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, RingCentral reserves the right to award only the stated number of Prizes in accordance with the Judging Criteria.
- 15. Choice of Law; Disputes:** This Promotion and these Official Rules are governed by, and will be construed in accordance with, the laws of the State of California, and the forum and venue for any dispute arising out of or relating to these Official Rules shall be in the Northern District of California. Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any benefits received, or the administration of the Promotion not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Rules of the American Arbitration Association, then effective.
- 16. No Affiliation with Third Parties:** This Promotion is sponsored and administered exclusively by RingCentral and is in no way sponsored, endorsed, administered by or associated with or any other third party.
- 17. Severability.** If any provision of these Official Rules is deemed to violate any applicable law, rule, or regulation, it shall be amended to conform to such law, rule, or regulation, and all other provisions shall remain in full force and effect.

- 18. Intellectual Property.** This document contains the trademarks and service marks of RingCentral and third parties. Such trademarks and service marks are the sole and exclusive property of their respective owners. The use of certain products and services as Prizes does not imply participation in, or approval of, this Promotion by the supplier(s) of such products and services.
- 19. Sponsor:** RingCentral, Inc., 20 Davis Dr., Belmont, CA 94002.
- 20. Publicity.** By participating in this Promotion, each Entrant grants RingCentral permission to use their name, their employer's logo and trademarks, and likeness or comments for publicity purposes in connection with the Promotion without payment of additional consideration, except where prohibited by law. Entrant represents and warrants that Entrant is authorized to grant the foregoing license.
- 21. General.** To the fullest extent permitted by applicable law, RingCentral reserves the right in its sole and absolute discretion to terminate (and not award any prizes to any Entrant or Winner), cancel, suspend, or modify the Promotion at any time for any reason, without notice or to disqualify any Entrant at any time for any reason without notice in its sole judgment, including determination that the integrity or fairness of the Promotion has been, or could be, compromised, or that the Promotion is not able to be run as planned. Nothing in these Official Rules is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner. Neither party may incur any expense or negotiate on behalf of the other party or commit the other party in any way to any third party without that other party's consent. These Official Rules are not intended to, and shall not confer any benefit on, any third party.