

RingCentral, Inc.

ViVE 2023 Sweepstakes - Official Rules

PLEASE BE ADVISED THAT YOU HAVE NOT YET WON. NO PURCHASE OF ANY RINGCENTRAL PRODUCT OR SERVICE IS NECESSARY TO ENTER OR WIN. ANY SUCH PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

The RingCentral ViVE 2023 Sweepstakes (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 and obtaining an Entry (as defined below), 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 9:01 AM Central Time (“CT”) on February 10, 2023 and ends at 1:00 PM CT on March 29, 2023 (“Promotion Period”).
2. **Eligibility:** To be eligible for the Promotion you must: (1) be eighteen years of age or older and at least the age of majority in your jurisdiction of residence; (2) be a citizen or resident of the United States; and (3) registered and in attendance at ViVE 2023 (“ViVE’23”). The following are ineligible to participate in the Promotion: Employees, contractors, officers, and directors of RingCentral or its affiliates. The Promotion is subject to all national, state and local laws. The eligibility of Entrants shall be determined by RingCentral in its sole discretion.
3. **How to Enter:** During the Promotion Period, Entrant may obtain one Entry for the Promotion if Entrant schedules (via the webpage specified by RingCentral) and attends a one-on-one meeting with a RingCentral, Inc. representative to discuss potential RingCentral solutions, which meeting must take place during ViVE’23. RingCentral shall determine, in its sole discretion, whether an Entrant meets the requirements to obtain an Entry. Use of any automated system to participate is prohibited and will result in disqualification. RingCentral is not responsible for: (1) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (2) those who cannot access or complete the Entry; (3) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; and/or (4) 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.
4. **Winners:** Upon the elapse of the Promotion Period, a total of three “Winner(s)” will be selected by a random-chance drawing as follows. If a selected Winner has already won a Prize or is otherwise deemed ineligible, for any reason, the Winner will be disqualified and an alternate Winner may be selected by random-chance drawing, in RingCentral’s sole discretion. RingCentral will attempt to notify the Winners by the email provided to RingCentral by you via the webpage specified by RingCentral. RingCentral is not responsible for any delay or failure to

receive notification for any reason, including inactive email account(s), 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 and, in its sole discretion, select another Winner by random-chance drawing. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners.

5. **Odds:** Odds of winning a Prize are based on the total number of Entries received.

6. **Prize:**

6.1. Prize Value and Terms: Each Winner will receive a "Prize" as follows: a \$500 gift card issued by a third-party vendor. The approximate total value for all Prizes is \$1,500. The Prize will be subject to the terms of the third-party vendor. 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.

6.2. Prize Taxes and Other Responsibilities: WINNERS WILL BE: (1) RESPONSIBLE FOR PAYING ALL COSTS AND EXPENSES RELATED TO THE PRIZES THAT ARE NOT SPECIFICALLY MENTIONED, INCLUDING TAXES AND FEES, AND ANY OTHER EXPENSES THAT MIGHT REASONABLY BE INCURRED BY THE WINNERS IN RECEIVING, ACCEPTING, OR USING THE PRIZES; AND (2) REQUIRED TO SUBMIT AN IDENTIFICATION NUMBER OR TAXPAYER ID NUMBER TO RINGCENTRAL AND WILL COOPERATE WITH RINGCENTRAL FOR PURPOSES OF RINGCENTRAL'S COMPLIANCE WITH APPLICABLE TAX LAW IN ORDER TO CLAIM A PRIZE. In order to claim a Prize, each Winner may also be required to complete an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Releases (where legally permissible) and government approved tax form in the United States, as applicable, which must be executed and returned to RingCentral within seven days of date printed on the notification provided by RingCentral, or that Winner will forfeit the Prize and an alternate Winner may be selected by random-chance drawing, in RingCentral's sole discretion. The value of the Prize may be treated as ordinary income to Winner for income tax purposes.

6.3. 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.

6.4. 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.

7. **Conditions of Participation:** RingCentral reserves the right to disqualify and prosecute to the fullest extent permitted by law any Entrant that intentionally submits more than the permitted number of Entries, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO TAMPER WITH OR DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE PROMOTION OR OTHERWISE UNDERMINE THE ENTRY PROCESS OR 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 DISQUALIFY, PROSECUTE, AND SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL ATTORNEYS' FEES.
8. **Winner List and Official Rules:** These Official Rules are available at <http://www.ringcentral.com/viveterms>. After Winners are finalized, their names will be posted here. Winners hereby consent to such posting of their names.
9. **Privacy Policy:** Entrant information submitted for this Promotion will be collected and used in accordance with RingCentral's Privacy Policy, which can be found at <https://www.ringcentral.com/legal/privacy-notice.html>, subject to the other provisions of these Official Rules.
10. **Representations and Warranties:** You represent and warrant that (1) you are permitted to accept a Prize in accordance with your organization's gift policies and applicable law, (2) you are not a denied party under US or other applicable sanctions and export laws, and (3) you will not use any Prize for illegal purposes.
11. **DISCLAIMER; INDEMNIFICATION; AND LIMITATION OF LIABILITY:**
 - 11.1. 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. 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; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY ENTRANT.

- 11.2. 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.
- 11.3. RINGCENTRAL'S TOTAL LIABILITY FOR ANY DAMAGES INCURRED BY ENTRANT IN CONNECTION WITH THE PROMOTION SHALL NOT EXCEED THE APPROXIMATE RETAIL VALUE OF A SINGLE PRIZE. YOU AGREE THAT THIS LIMITATION OF LIABILITY REFLECTS THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES.
- 11.4. The limitations specified in this Section 11 will survive and apply in all circumstances. Nothing in these Official Rules limits or excludes liability for:
- 11.4.1. death or personal injury caused by negligence;
 - 11.4.2. fraud or fraudulent misrepresentation; or
 - 11.4.3. any other liability which cannot be limited or excluded by applicable law.
- 11.5. 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 by a random-chance drawing among all legitimate, unawarded, eligible Prize claims.
12. **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.
13. **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 any other third party.
14. **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.

15. **Intellectual Property:** This document contains the trademarks and service marks of RingCentral. Such trademarks and service marks are the sole and exclusive property of RingCentral. The use of certain products and services as Prizes does not imply participation in, or approval of, this Promotion by their respective companies.
16. **Sponsor:** RingCentral, Inc., 20 Davis Dr., Belmont, CA 94002.
17. **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.
18. **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, 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 any other party or commit the other party in any way to any person without that other party's consent. These Official Rules are not intended to, and shall not confer any benefit on, any third party.