

SolarWinds THWACK Bonus Mission: SolarWinds 20th Anniversary Memory Reboot Shortcut Grand Prize Contest: Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility.** Under these Official Rules, the SolarWinds THWACK[®] Bonus mission: SolarWinds 20th Anniversary Memory Reboot Shortcut Grand Prize Contest (the “Contest”) is open only to legal residents of Australia who are eighteen (18) years of age or older. Employees of SolarWinds Software Australia Pty. Ltd., its subsidiaries or affiliates, or other companies associated with the promotion of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.
- 2. Sponsor:** The Contest is sponsored by SolarWinds Software Australia Pty. Ltd. (ABN No. 63 147 480 868), 15 Blue Street, Level 9 Suite 1, North Sydney 2060, New South Wales, Australia (the “Sponsor”).
- 3. Agreement to Official Rules:** Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4. Entry Period.** The Contest begins 3:00 p.m. AET on August 28, 2019 and ends at 2:59 p.m. AET on September 23, 2019 (“Entry Period”). Entries submitted before or after the Entry Period will not be eligible for the Contest.
- 5. How to Enter.** Entrant must post an original, creative submission (e.g., story, picture, drawing, video, song, etc.) on the Contest page on Sponsor’s website at <http://bit.ly/SWVideoShare> (“Content”). Entrant may submit multiple entries, although each entrant will only be eligible to win once. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
- 6. Winners.** On September 23, 2019, the top one (1) entry(ies) will be selected by a panel of Sponsor’s judges and one independent judge according to the following Judging Criteria: creativity, the quality of the Content and uniqueness. All potential winner(s) will be announced on September 30, 2019. This decision will be final, except as noted herein. The odds of being selected depend on the relative performance of all entrants and the number of eligible entries received in connection with this Contest. The winner will be notified by Sponsor via email within two (2) days of the end of the Contest. The winner will receive the prize within twenty-eight (28) days from the end of the Contest. If the winner cannot be contacted or does not claim the prize within fourteen (14) days of notification, Sponsor reserves the right to withdraw the prize from the winner and pick a replacement winner.
- 7. Potential Winner Requirements.** The potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will forfeit the prize and an alternate entrant may be selected in his/her place in a random drawing of all entries received.
- 8. Prize.** One (1) winner(s) will receive a prize bundle, including a Limited Edition SolarWinds 20 hoodie, mug, and blanket with an approximate value of \$148.85 AUD. Any prize details not specified above will be determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and any and all other costs and expenses not listed above. Sponsor will not be responsible for prizes which are unclaimed, unused, lost, delayed or damaged during delivery, or otherwise not received by the winner.

9. Entrant's Representations and Warranties. By entering this Contest, Entrant represents and warrants:

Entrant has read the Contest Official Rules and is providing all information related to this Content to Sponsor. Entrant has secured all necessary rights and permissions for entrant's submission, including any and all licenses, releases, and/or waivers. Entrant holds Sponsor, its affiliates, its officers, directors, employees, and agents (the "Released Parties") harmless from damage or loss that may result from entrant's failure to secure necessary rights and permissions. Entrant retains ownership of Content submitted for the Contest provided such Content does not contain any of Sponsor's intellectual property rights, including its copyright, trademarks, software products and corresponding intellectual property rights ("Sponsor's IPR"). For the avoidance of doubt, nothing in these Official Rules is intended to grant any rights to Entrant pertaining to Sponsor's IPR.

Entrant grants to Sponsor and its affiliates an irrevocable, non-exclusive and royalty-free, worldwide, perpetual right and license to reproduce, distribute, broadcast, post, publish, transmit, encode, store, and/or otherwise use or display, in whole or in part, any Content submitted in connection with this Contest for the purpose of promoting the Contest or Sponsor, in all market and media now known or hereafter devised. Entrant agrees and understands that Sponsor is not required to utilize any of the Content submitted by the entrant. Entrant grants to Sponsor and its affiliates the rights and licenses free of charge and agrees that no further permissions from or payment of compensation or royalties to entrant or any other party are required. Entrant also waives any intellectual property rights, privacy or publicity rights, moral rights, or any other legal right entrant may have acquired in the Content submitted or its elements, if any; and entrant waives any claim and agrees not to assert any claim against the Released Parties for their use of the Content submitted. No further permissions, consents or payments are required from or to Entrant or any third party in connection with the use by Sponsor of the rights granted hereunder, there is and will not be any agreement with a third party that may in any way interfere with Sponsor's rights under this license, and such rights are and shall be free and clear of any and all claims, rights and obligations whatsoever.

Entrant represents and warrants that the Content submitted is an original work created by the entrant and does not infringe on any intellectual property, privacy, or publicity rights or any other legal or moral rights of a third party. Entrant will indemnify the Released Parties from and against any and all claims, damages, liabilities, costs and expenses arising out of any breach of the foregoing warranty. The Content submitted is not offensive to the community (for example, the content does not promote racism, bigotry, hatred or physical harm of any kind against any group or individual); the Content is not harmful to minors, the Content does not harass or advocate harassment of another person, the content does not promote information that is false, misleading, or illegal; the Content does not promote illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; the Content does not contain any confidential information of any kind; the Content does not display pornographic or sexually explicit material of any kind; the Content does not otherwise contain content that could be reasonably seen as inappropriate.

Sponsor reserves the right to review any Content submitted at any time, and to disqualify any entry which, in its sole discretion, is deemed to be inappropriate, offensive, unsuitable, or it deems may otherwise be in violation of these Official Rules, applicable laws or regulations, or the rights of any third party.

10. General Conditions. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the

time of the impairment. The 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

- 11. Release and Limitations of Liability.** To the maximum extent permitted by applicable law, by participating in the Contest, entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Contest or the processing of entries; or (e) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 12. Privacy and Publicity.** Except as set forth herein, any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor's Privacy Notice. Except where prohibited, participation in the Contest constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any market and media now known or hereafter devised without further payment or consideration.
- 13. Disputes.** Except where prohibited, entrant agrees 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 New South Wales. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New South Wales, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New South Wales.
- 14. Terms Subject to Change.** Terms are all subject to change by the Sponsor as necessary.