

SolarWinds THWACK Bonus Mission: SolarWinds 20th Anniversary Memory Reboot Shortcut Giveaway: 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 Giveaway (“Giveaway”) is open only to legal residents of Australia who are eighteen (18) years of age or older at the time of entry. Employees of SolarWinds Software Australia Pty. Ltd., its subsidiaries or affiliates, or other companies associated with the promotion of the Giveaway, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.
- 2. Sponsor.** The Giveaway 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 Giveaway 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 and the number of participants that enter the Giveaway. **There is a limit of fifty (50) Limited Edition SolarWinds 20 Hoodies.**
- 4. Entry Period.** The Giveaway begins at 3:00 p.m. AET on August 28, 2019 and ends at 2:59 p.m. AET on September 23, 2019. Entries submitted before or after the Entry Period will not be eligible for the Giveaway.
- 5. How to Enter.** Click on the link in the THWACK Mission Shortcut on thwack.com and upload a video testimonial to <https://thwackuploads.solarwinds.com/?ShareToken=393F6449F5008B2C45F1FC3F33C3BBA01CC1AF49>. **The video testimonial must include:**
 - Your name, your title and what year you started using SolarWinds
 - How did you start working with SolarWinds solutions?
 - How have you used the products in your job?
 - How has SolarWinds helped your career?
 - BONUS: Tell us what SolarWinds means to you in 10 seconds

Once you uploaded your video testimonial, you will receive one (1) entry in the Giveaway. There is a limit of one (1) entry per person and email address. Email address must be a valid business email address. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.

- 6. Prize.** The first fifty (50) entrants will receive one (1) limited Edition SolarWinds 20 Hoodies with an approximate value of \$39.30 AUD, while supplies last. There is a limit of fifty (50) Limited Edition SolarWinds 20 Hoodies. The odds of being selected to receive a prize depend on the number of eligible entries received from all participants in connection with this Giveaway. Sponsor does not provide any guarantees or warranties for the prize. 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 Sponsor will attempt to notify via email the potential winners within two (2) days from the end of the Entry Period. Winners will receive the prize within twenty-eight (28) days from the end of the Entry Period. 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. 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 winners 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. Entrant's Representations and Warranties.** By entering this Giveaway, entrant represents and warrants:

Entrant has read the Giveaway 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, 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 Giveaway 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 for the purpose of promoting the Giveaway 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. 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 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. 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. Entrant also warrants that s/he has not entered into and will not enter into 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 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 further represents and warrants that the Content submitted is not defamatory, in breach of privacy, or 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 does not refer to third parties, their trademarks, or brands; the Content is not harmful to minors, the Content does not harass or advocate harassment of another person, the Content does not promote content that is false, misleading, or illegal; the Content does not describe or promote illegal activities or conduct that are 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. 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.

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.

- 9. General Conditions.** In the event that the operation, security, or administration of the Giveaway 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 Giveaway to address the impairment and then resume the Giveaway 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 Giveaway 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 Giveaway 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.

- 10. Release and Limitations of Liability.** To the maximum extent permitted by applicable law, by participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, its affiliates, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of entrant's participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Giveaway or the processing of entries; or (e) any 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 Giveaway or receipt or use 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 Giveaway, 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.
- 11. Privacy and Publicity.** Except as set forth herein, any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's Privacy Notice <https://www.solarwinds.com/legal/privacy>, which may be updated from time to time by Sponsor. Except where prohibited, participation in the Giveaway 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 media without further payment or consideration.
- 12. Disputes.** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway 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 Giveaway, 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.
- 13. Terms Subject to Change.** Terms are all subject to change by the Sponsors as necessary.