

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO SPICEWORKS REGISTERED COMMUNITY USERS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES OR CANADA WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR COUNTRY, STATE OR PROVINCE OF RESIDENCE AS OF DATE OF ENTRY. THE PROMOTION IS INTENDED FOR LOCATIONS WHERE CONTESTS ARE NOT PROHIBITED BY LAW. DO NOT PARTICIPATE IN THE CONTEST UNLESS YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW AND ARE PHYSICALLY LOCATED IN THE UNITED STATES OR CANADA AT A LOCATION (STATE, COUNTY, PROVINCE AND CITY) WHERE CONTESTS ARE NOT PROHIBITED AT THE TIME OF ENTRY.

1. CONTEST PERIOD: The entry period for the “*Devolutions Profiling Managed Service Providers (MSPs) Contest*” (the “**Contest**”) begins on November 16, 2020 at 1:00 a.m. EST and ends on December 14, 2020 at 11:59 p.m. EST (the “**Contest Period**”). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Contest Rules and the decisions of Devolutions inc. (the “**Sponsor**”), which shall be final and binding in all respects.

2. ELIGIBILITY: This Contest is open only to Spiceworks Registered Community Users who are legal residents of the United States or Canada (excluding residents of locations where contests are restricted or not permitted), and who have reached the age of majority in their Country, State or Province of residence as of date of entry. A Spiceworks Registered Community User (“**User**”) is a person who has joined the Spiceworks community at <https://community.spiceworks.com/>. There is no cost or future obligation to become a Spiceworks Registered Community User and there is no purchase required. Employees, consultants, officers, and directors of the Sponsor, Spiceworks, Inc., their respective parent companies, affiliates, subsidiaries, promotion partners or agencies (collectively, the “**Contest Entities**”) and members of the immediate family or household of anyone so employed (including parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses) are NOT eligible to enter the Contest or win a prize. The Contest is void where prohibited by law.

3. HOW TO ENTER: In order to enter the Contest, you need to log into the Spiceworks Community (<https://community.spiceworks.com/>) and post a response to the Contest discussion thread in the Sponsor Contest Group (<https://community.spiceworks.com/fun/contests>) commenting on the questions for MSPs and for non-MSPs.

There is a maximum of one (1) entry allowed per person. If a person enters more than once then all of his/her entries will be ineligible. All entries must be received within the Contest Period in order to be included in the Contest (see Rule 5 for details of drawing). Users are responsible for entries arriving before the cut-off time.

Sponsor reserves the right to stop taking entries early and award the prizes to those who have validly entered as of this earlier termination date. Sponsor also reserves the right to extend or modify the Contest. The Sponsor’s database clock will be the official time keeper for this Contest. All entries become the property of the Contest Entities and may

be used by such without compensation or attribution back to the User who posted the entry. By participating in the Contest, you are acknowledging and consenting to the unrestricted future use by the Contest Entities of your entry. No mechanically reproduced, illegible, or incomplete entries will be accepted. Contest entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. The use of any device to automate the entry process (other than licensing servers) is prohibited. NOTE: Entry must be made by the entrant personally. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified from this Contest.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the website, to be acting in violation of these Official Contest Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Information collected in connection with this Contest may be shared with the other "Contest Entities" (as defined in section 2 above), and in such event, such Contest Entities will use such information in accordance with Sponsor's Privacy Policy (<https://devolutions.net/legal>) and Spiceworks' Privacy Policy (<https://www.spiceworks.com/privacy/>). By accepting a prize, each verified winner hereby grants Sponsor the right, but not the obligation, to the use of her or his name, picture, likeness, voice, address (city and state), company name and any statements made or attributed to such winner (collectively, "**Attributes**") for advertising and promotional purposes in any and all media including, without limitation, on a website owned or operated by one of the Contest Entities and in other promotional materials, without further notice, review or approval, and without further compensation, and releases, discharges and holds harmless the Contest Entities from and against all claims arising out of the use of such Attributes.

4. PRIZES and ODDS: Three (3) prize winners will be selected at random from all eligible entries for the prize drawing and will each receive one (1) \$25.00 Amazon.com eGift Card (https://www.amazon.com/dp/B01FIS82WQ/ref=s9_acss_bw_cg_gclptcg_2a1_w?pf_rd_m=ATVPDKIKX0DER&pf_rd_s=merchandised-search-3&pf_rd_r=D77AJ7MKKZAJA0YA03VQ&pf_rd_t=101&pf_rd_p=47a250f7-7205-419a-8ed8-614aaf31cd1d&pf_rd_i=2238192011)(approximate retail value of \$25.00 USD each, subject to Amazon.com Gift Card Terms and Conditions, which may be found at https://www.amazon.com/gp/help/customer/display.html%3FnodeId=3122091&app-nav-type=modal/ref=gcu_i_d_e_tc_o_d_b_w).

Prizes are non-transferable and may not be sold, redeemed for cash or otherwise substituted except as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable for any reason. Total retail value of all prizes in this Contest is \$75.00 USD. Odds of winning a prize depend on the number of eligible entries received in accordance with these Official Contest Rules during the Contest Period. All prizes will be awarded provided they are claimed properly in accordance with these Official Contest Rules. Winners shall be solely responsible for all

federal, state and/or local income taxes on prizes and any expenses in excess of the prize amount. **Limit of one (1) prize per person.** In no event shall the Sponsor be required to award more prizes than indicated in these Official Contest Rules or to award a prize otherwise than in compliance with these Official Contest Rules.

5. WINNER SELECTION AND NOTIFICATION: The winners will be selected at random within 3 business days from the end of the Contest Period from all eligible entries received for this Contest. The potential winners will be posted on the Contest discussion thread in the Contests Group within 3 business days of the drawing and will be notified by personal message to the User in the Spiceworks Community. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond as directed within five (5) days following the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in a random drawing from among the remaining eligible entries. If necessary, Sponsor will successively attempt to contact up to two (2) potential alternate winners of each prize in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, the applicable prize may go un-awarded. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Contest Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected in the manner described above. If the potential winner resides in Canada, he or she must correctly answer a four part math question in order to be eligible to receive the prize. Confirmed winners must allow 6-8 weeks for their prize to be delivered.

6. GENERAL RELEASE: By participating, each entrant agrees that Contest Entities, their respective parent, subsidiary and affiliated companies, licensees and assigns and their respective officers, directors, employees, agents and representatives, shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize. Contest Entities assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Spiceworks website or participating in the Contest or in the Spiceworks Community, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Contest Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, video incompatibility, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. By accepting a prize, each winner acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. In the event of a dispute as to the identity of the entrant, an

entry will be deemed submitted by the authorized account holder of the User account from which it was sent, provided such account holder must still meet the eligibility requirements for the Contest. A potential winner may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the User account in the Spiceworks Community associated with the winning entry. A potential winner will be required to sign a written affidavit/release confirming s/he is the authorized account holder in order to receive his/her prize if requested by Sponsor. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible and the potential winner will forfeit the prize. Sponsor reserves the right to modify, suspend or terminate the Contest if, for any reason, the Contest is not capable of being executed as planned or if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's reasonable control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. If the Contest is terminated before the designated end date, Sponsor will select the winners in a random drawing from all eligible, non-suspect entries received for as of the date/time of termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Contest Rules will be awarded. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

7. WINNERS LIST: The potential winners will be posted on the Spiceworks Community website in the Contest discussion thread in the Contests Group within 6 business days of the end of the Contest Period. Alternatively, entrants may send a self-addressed, stamped envelope, along with a written request to receive the winners list of the "Devolutions *Profiling Managed Service Providers (MSPs)* Contest" to: Winners of "Devolutions *Profiling Managed Service Providers (MSPs)* Contest", c/o Devolutions inc., Attention: Legal Department, 1000 Notre-Dame, Lavaltrie (Quebec) Canada, J5T 1M1. All requests must be received within one (1) month following the end of the Contest Period.

Sponsor: Devolutions inc., 1000 Notre-Dame, Lavaltrie (Quebec) Canada, J5T 1M1.