McAfee "Student Cybersecurity" Sweepstakes Terms and Conditions

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND VOID IN FLORIDA, NEW YORK, AND RHODE ISLAND, AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT BOTH ELIGIBLE AND LOCATED IN THE UNITED STATES, EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND, AT THE TIME OF ENTRY.

- 1. Sweepstakes Period: The Student Cybersecurity Sweepstakes (the "Sweepstakes") begins at 8:00:00 AM Pacific Daylight Time ("PDT") on 8/28/17 and ends at 5:00:00 PM PDT on 9/18/17 ("Sweepstakes Period"). The Sweepstakes Administrator's computer will be the official time-keeping device.
- 2. How To Enter: During the Sweepstakes Period, visit studentcybersecuritysweeps.com (the "Website") and complete one or more of the following activities to receive the corresponding entries into the Sweepstakes:

Action	# Entries Received	Detail
Sign-in	1	Visit the Website and follow the on-screen instructions in the sweepstakes section to sign up. You will receive one (1) entry into the Sweepstakes for signing up.
Sign-up from the user's unique referral URL	1	Share the unique URL you are provided at sign-up on your personal social channels with the hashtag #sweepstakes. Anyone who then visits the site using your URL and subsequently signs up in the sweepstakes will give you one (1) additional entry.

- 3. Eligibility: The Sweepstakes is open to legal residents of the United States, excluding residents of Florida, New York and Rhode Island and where otherwise prohibited by law, who are 18 years of age or older at the time of entry. Employees of McAfee, LLC, HP, and each of their respective parents, subsidiaries, affiliates, prize suppliers, and advertising and promotional agencies, their immediate families (spouses, parents, children, and siblings and their spouses), and individuals living in the same household as such employees are ineligible.
- **4. Winner Selection/Odds:** 8 winners will be selected at random from among all eligible entries received during the Sweepstakes Period. By participating, entrants acknowledge to the McAfee Privacy Policy and agree to be bound by

the Official Sweepstakes Rules and the decisions of the Sponsor which shall be final and binding in all respects. The odds of winning depend on the total number of eligible entries received.

5. Winner Notification: Potential winners will be notified via email on or about the week of September 25th, 2017. Prize winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be returned within fourteen (14) days of written notification, or prize may be forfeited. If a prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within four (4) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, then prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Sponsor reserves the right to select an alternative winner should the first winner fail to claim the prize.

6. Prizes:

Grand Prize (1):

- HP Spectre x360 Convertible Laptop-13t touch with 1 yr McAfee LiveSafe -\$1.029.00
- HP X3000 Red Wireless Mouse \$11.24
- HP UC Wireless Duo Headset \$159.00
- HP 10BII Financial Calculator \$29.99
- McAfee Branded Fidget Spinner \$2.00
- OGIO Co-Branded Backpack \$70.00
- McAfee branded notebook \$15.00
- Approximate retail value ("ARV"): \$1,316.23

First Prize (1):

- HP Spectre x360 Convertible Laptop-13t touch with 1 yr McAfee LiveSafe -\$1.029.00
- McAfee Branded Fidget Spinner \$2.00
- OGIO Co-Branded Backpack \$70.00
- McAfee branded notebook \$15.00
- Approximate retail value ("ARV"): \$1,116.00

Second Prize (6):

- OGIO Co-Branded Backpack \$70.00
- McAfee One Year Subscription of Live Safe \$89.99
- McAfee Branded Fidget Spinner \$2.00
- McAfee branded notebook \$15.00
- Approximate retail value ("ARV"): \$176.99

Total ARV of all prizes: \$2,609.22

Limit one (1) prize per person/household. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Subscriptions are subject to the terms and conditions available at studentcybersecuritysweeps.com. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used. The Grand Prize and First Prize winners will be issued a W-9 form to fill out and return prior to receiving their prize. The sweepstakes Sponsor must mail a copy of the 1099-MISC form postmarked by January 31st of the year following the year in which the winner won the prize.

7. Internet/Limitations Of Liability: Sponsor and others are not responsible for interrupted or unavailable network server or other connections; for miscommunications; failed telephone or computer transmissions; for jumbled, scrambled or misdirected entries or transmissions; for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; for other errors, omissions, interruptions, or deletions of any kind, whether human, typographical, mechanical or electronic; or for any damage to any person's computer related to participating in the Sweepstakes. Sponsor and others are not responsible for illegible, unintelligible, late, lost, stolen on entries not received; for incorrect or inaccurate entry information, whether caused by Website users or by any of the equipment or programming associated with or utilized in the Sweepstakes; or for any typographical, technical or human errors which may occur in the processing of any entries in this Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes as solely determined by Sponsor will be disqualified and may be subject to prosecution. Any person attempting to enter using multiple email addresses, multiple identities, any bot, robotic or any other device or artifice to enter multiple times with different identities or email addresses or to interfere with the proper play of this Sweepstakes or to be otherwise behaving in an unsportsmanlike manner as determined by Sponsor will be disqualified from participation in the Sweepstakes. If in the judgment of Sponsor, the Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor, which corrupts the administration, security, fairness or proper play of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Sweepstakes and randomly award the prizes from among all eligible, non-suspect entries received prior to any such modification, discontinuation, suspension or termination. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account

holder of said email account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. In the event of a dispute as to the identity of an entrant based on his/her Facebook or Twitter account, the authorized Facebook or Twitter account holder submitted at time of entry will be deemed the entrant. Please see the privacy policy located at http://www.mcafee.com/us/about/privacy.html or details of Sponsor's policies regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

- **8. Release:** By participating in the Sweepstakes, each entrant releases and agrees to indemnify and hold harmless Sponsor, Prize Providers and others from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or arising out of participation in any Sweepstakes-related activity, or the receipt, enjoyment, participation in, use or misuse, of any prize.
- **9. Publicity Rights:** By accepting a prize, each winner agrees to allow Sponsor and Sponsor's designees the perpetual right to use his/her name, biographical information, photos or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet, without notice, review or approval and without additional compensation except where prohibited by law. Any collection of personal information from entrants will be governed by the McAfee Privacy Policy.
- **10**. **Disputes**: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY

BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR THE APPROPRIATE STATE COURT LOCATED IN DOVER OR WILMINGTON, DELAWARE. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

11. Limitations of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

12. The Sweepstakes and the Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above, in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York.

<u>Winner's List:</u> For a list of winners, mail a self-addressed, stamped envelope to: Student Cybersecurity Sweepstakes 100 Crown Street, New Haven, CT 06510. Requests must be received by 1/31/17.

Sponsors: McAfee Corporate Headquarters, 2821 Mission College Blvd., Santa Clara, CA 95054

<u>Administrator:</u> Response Marketing, 100 Crown Street 3rd Floor, New Haven, CT 06510

<u>Prize Providers</u>: Hewlett-Packard has graciously provided some of the prizes and are not responsible for the conduct of this Sweepstakes.