## Quest Giveaway at Microsoft Inspire! OFFICIAL RULES

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

## THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY.

1. Eligibility: Quest Giveaway at Microsoft Inspire (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Quest Software Inc. and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Employees of the City of New York are not eligible. Government employees including all federal, state, county, city or municipal government employees, state funded universities and colleges, all types of public officials including elected officials, private individual or firms where the government has outsourced government functions, and K-12 employees are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**NOTICE TO HEALTHCARE EMPLOYEES:** If you are employed in the healthcare industry, prior to awarding any prizes you will be required to obtain certification that acceptance of the contest prize is permitted in accordance with applicable law and ethics policies of your employer.

- 2. Sponsor: Quest Software Inc., 4 Polaris Way, Aliso Viejo, CA 92656
- **3. Timing:** The Sweepstakes begins on July 9, 2017 at 5:00 p.m. EST and ends on Wednesday, July 12, 2017 at 1:00 p.m. EST (the "Entry Period").
- **4. How to Enter:** At Microsoft Inspire, visit the Quest booth (#1309) and listen to our theatre presentation or demo at any of our demo kiosks to receive a raffle ticket. One raffle ticket per theatre presentation or product demonstration. For alternative entry: Send your name, company, address, email and phone number to <a href="mailto:Laurie.Jones@Quest.com">Laurie.Jones@Quest.com</a> for raffle ticket. Must be present to win.
- **5. Grand Prize Drawings:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. On or around July 12, 2017 at 1:30 p.m., Sponsor will conduct a random drawing to select the potential Sweepstakes winner from all eligible entries received during the Entry Period. The potential winner must be present to win. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability Release and a valid W9 form (for prizes exceeding \$600 in retail value) in order to claim his/her prize. If a potential winner is not present, cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability or W9 within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official

Rules, and winning is contingent upon fulfilling all requirements. By entering, entrant agrees he/she is in compliance with all of his/her employers' rules, policies, and procedures that relate accepting prizes. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded.

- **6. Prizes:** The prize is a Microsoft Surface Pro. The Approximate Retail Value of this prize is \$1500 but subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during each Entry Period.
- **7. Release:** By entering, entrant agrees to release and hold harmless Sponsor, Quest Software Inc., and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **10. Limitations of Liability:** The Released Parties are not responsible for: (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 Sweepstakes; (2) technical failures of any kind, including, but not limited to 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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. 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 Sweepstakes, provided that the Entry

Period has not ended. If the Sweepstakes is canceled, suspended or modified, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- **11. Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state and federal courts of the State of California. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to the privacy policy located at <a href="https://www.quest.com/privacy.">www.quest.com/privacy.</a>
- **13. Winner List:** For a Winner List, send a hand-printed, self-addressed, stamped envelope to "Quest Software Inc., c/o Laurie Jones, 4 Polaris Way, Aliso Viejo, CA 92656". Winner List requests must be received by July 31, 2017.