

## DEVNET ‘CODE FOR CATALYST’ PROMOTION Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

This Promotion (the "Promotion") opens on July 16, 2019, at 12:00 a.m. Pacific Time and ends on September 13, 2019, at 11:59 p.m. Pacific Time, or until there are no more available prizes (the "Promotion Period"). Entry into this Promotion is acceptance of these Official Rules. This Promotion is sponsored by Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134 USA ("Sponsor" or "Cisco").

**1. ELIGIBILITY.** This Promotion is open to Cisco DevNet members who are age 18 years or older at the time of entry ("Participants," or "you" or "your"). This Promotion is not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Promotion; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Promotion or acceptance of the prize(s). This Promotion is not open to individuals in the province of Quebec in Canada, or residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), or the Sudan. This Promotion is void in these countries and where otherwise prohibited or restricted by law.

**2. HOW TO ENTER.** If you are an existing Cisco DevNet member, to enter the Promotion: visit <https://developer.cisco.com/CodeForCatalyst>; read and agree to the Cisco DevNet Terms of Service, the Cisco Online Privacy Policy, and these Official Rules; click the "Register" button; sign in to Cisco DevNet using the log-in credentials associated with your DevNet account; accurately complete the [online registration form](#); and complete the "[Application Hosting on Catalyst](#)" Learning Lab in DevNet within the Promotion Period. If you are not an existing Cisco DevNet member, to enter the Promotion: visit <https://developer.cisco.com/SSO/login>; register for Cisco DevNet using your preferred log-in credentials; and complete the steps above for existing DevNet members. If you are planning to participate in the Promotion as a member of a team, every member of your team must enter the Promotion by completing these steps.

Entering the Promotion is required before submitting any entries into the Prize Drawings but does not enter you in any Prize Drawing itself. In order to be entered into a Prize Drawing, you or your team must create a new, original Docker container application that will run on a Cisco Catalyst Switch 9300 and submit the source code to the application into DevNet Code Exchange following the steps listed here: <https://wiki.cisco.com/display/ACCESS/How+To+Submit+A+Code+Project+To+Cisco+DevNet+Code+Exchange>. You may make use of DevNet's [Application Hosting sandbox](#) to test and validate your application and document the results for the purposes of this Promotion. All applications and related source code that are submitted as part of this Promotion are subject to the license terms governing "User Content" in the Cisco Website Terms of Use, found here: <https://www.cisco.com/c/en/us/about/legal/terms-conditions.html>. Any application submitted by an individual, or a team with at least one (1) member, who has not properly entered the Promotion and agreed to these Rules at the time of the submission, will be automatically disqualified.

Participants, whether alone or as part of a team, may submit one (1) qualifying application every two (2) weeks, up to a maximum of three (3) applications submitted per Participant during the Promotion Period. Each of these submissions must constitute a unique, new, and original work. Submissions that do not comply with these requirements will be rejected and not entered into any Prize Drawing. In the case of a duplicate submission, the duplicate will be rejected and the original submission will remain in the applicable Prize Drawing(s) provided it otherwise qualifies under these Rules. In the case of multiple submissions in a two week period, or more than three total submissions by a Participant, all excess submissions involving that Participant will be rejected, including submissions made by that Participant as part of a team, whether or not the other team members have exceeded any submission limits (the Participant's and/or team's earlier submissions will remain unaffected).

Limit one (1) entry into the Promotion and three (3) qualifying submissions into the Prize Drawings per person. All entries must be received during the Promotion Period. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the email account governing the email address was opened.

Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, and/or unintelligible entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry. Only complete valid entries will be accepted. Sponsor will not verify receipt of entries. Participants must provide all information requested to be eligible to win. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Incomplete, unreadable, or unintelligible entries, in the sole discretion of Sponsor, will be disqualified.

**3. PRIZES.** Subject to the terms of these Official Rules, once confirmed by Sponsor, winners will receive the following:

First Prize: One (1) winner will receive a \$2,000.00 Visa / MasterCard gift card with an approximate retail value (ARV) of US\$2,000.00, or depending on availability in the winner's location, a similar prize of equal value.

Second Prize: One (1) winner will receive a \$1,500.00 Visa / MasterCard gift card with an ARV of US\$1,500.00, or depending on availability in the winner's location, a similar prize of equal value.

Third Prize: One (1) winner will receive a \$1,000.00 Visa / MasterCard gift card with an ARV of US\$1,000.00, or depending on availability in the winner's location, a similar prize of equal value.

Bi-Weekly Prize: Five (5) winners will receive a \$250.00 Visa / MasterCard gift card with an ARV of US\$250.00, or depending on availability in the winner's location, a similar prize of equal value.

Limit one (1) First, Second, or Third Prize and one (1) Bi-Weekly Prize per Participant. If you participate in the Promotion as part of a team, all Prizes won will be awarded to your team as a whole, not to the individual Participants. Allocating Prizes amongst team members is the sole responsibility of the winning team and Sponsor is not responsible for any disputes.

Approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed. Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of vouchers, coupons, and/or gift cards in Sponsor's sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards, or certificates after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

#### **4. SELECTION AND NOTIFICATION OF WINNER(S).**

First, Second, and Third Prizes: After the close of the Promotion Period, all applications submitted during the Promotion Period that meet the eligibility criteria specified in Section 2 will be reviewed, and in Sponsor's sole discretion, the best three (3) applications will be selected by a panel of judges from the Cisco DevNet team on the basis of their creativity, functionality, and relevance to Sponsor. Winners will be notified by phone, mail, email and/or online, at Sponsor's discretion. Sponsor's decision will be final in all matters.

Bi-Weekly Prizes: Every two (2) weeks during the Promotion Period, all eligible applications submitted during the previous two-week period will be reviewed, and in Sponsor's sole discretion, a winner will be selected by a representative of Sponsor, for a total of five (5) winners during the Promotion Period. Winners will be notified by phone, mail, email and/or online, at Sponsor's discretion. Sponsor's decision will be final in all matters.

At Sponsor's discretion, the potential winner(s) may be sent a declaration of eligibility/liability/publicity release ("Release"). Unless restricted by law, the potential winners receiving such a Release will be required to complete, sign, and return it within the time period specified therein. The prize may be forfeited and, in such case, an alternate potential winner may be selected in a random drawing from among the remaining eligible entries if a potential winner:

(a) cannot be reached; (b) fails to obtain all signatures on the Release; (c) fails to return the documents in a timely manner as required pursuant to these Official Rules; or (d) cannot accept or receive the prize for any reason.

**5. CONDITIONS.** This Promotion is subject to applicable federal, state and local laws. By participating in the Promotion, Participants agree: (a) to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding; and (b) to waive any right to claim ambiguity in the Promotion or these Official Rules, except where prohibited by law. Taxes, if any, are the sole responsibility of the potential winner; and the potential winner may be issued an IRS Form 1099 or other tax documentation for the ARV of any awarded prize. By participating in the Promotion, all Participants agree to release and hold harmless Sponsor and its Sponsor's directors, employees, officers, licensees, licensors and agents, and respective advertising and Promotion entities and any person or entity associated with the production, judging, or administration of the Promotion (collectively, the "Released Parties"), from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize in the Promotion, or their participation in the Promotion, or their participation in any Promotion or prize related activity. Each potential winner acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Promotion. Apart from manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed; and each potential winner will accept the Prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

None of the Released Parties are responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Promotion; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Promotion; or (e) technical or human error which may occur in the administration of the Promotion or the processing of entries.

Use of any automated entry device or software is prohibited. Sponsor reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Promotion or violating these Official Rules, and reserves the right to cancel the Promotion should it suspect fraud or for reasons out of the control of Sponsor. Disputes regarding these Official Rules and/or this Promotion will be governed by the internal laws of California.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PERSON FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

All Participants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in trade Promotions or acceptance of Promotional prizes; and by entering this Promotion, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant selected as a winner is not permitted to accept any received prize, then the Participant may return such prize to Cisco; and Cisco will refund the cost of shipment, as appropriate.

Subject to applicable law, Sponsor reserves the right in its discretion, to (a) cancel, terminate, modify or suspend this Promotion and these Official Rules, for any reason, at any time and without any liability, and (b) limit or restrict participation in the Promotion, upon notice.

**6. COMPUTER, INTERNET, AND PROMOTION ADMINISTRATION.** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone

equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion. If Promotion is cancelled prior to the end date stated herein, for the reasons stated above, notice will be posted on the Promotion website; and the Prizes may in Sponsor's discretion be awarded to potential winners to be selected in a random drawing from among all the remaining uncorrupted Eligible Entries received up until the time of modification or cancellation.

**7. LIMITATIONS OF LIABILITY AND RELEASE.** Sponsor shall not be liable to any Participant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Sponsor, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsor's control.

PARTICIPANT AGREES THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND IN CONNECTION WITH THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

**8. PUBLICITY.** Participants acknowledge and agree that Sponsor may use the Promotion for publicity, advertising, or other marketing purposes in any media, and may use the name, likeness, and state of residence and/or prize information of potential winners as part of that publicity, without additional compensation to the potential winners.

**9. PRIVACY.** Any personal information collected by Sponsor will be used for the administration of the Promotion and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <http://cisco.com/web/siteassets/legal/privacy.html> for important information regarding the collection, use and disclosure of personal information by Sponsor.

**10. OFFICIAL RULES AND WINNERS' LIST.** For a copy of these Official Rules or the names of winners, please send your request to [CodeForCatalyst@cisco.com](mailto:CodeForCatalyst@cisco.com). Winners list to be available approximately ten (10) days after the end of the Promotion Period.

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