

Points Challenge 2019

Terms and Conditions

1. **No Purchase Necessary.** NO PURCHASE OR PAYMENT OF ANY MONEY BY PARTICIPANTS IS NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.
2. **Sponsor.** The sponsor of the Promotion is Meraki LLC (“**Meraki**” or “**Sponsor**”), 500 Terry A. Francois Blvd., San Francisco, CA 94158.
3. **Promotion Period.** The promotion (the “**Promotion**”) begins at 10:00am Pacific time on Tuesday, April 2, 2019 and ends at 9:59am Pacific time on Tuesday, April 30, 2019 (the “**Promotion Period**”). Sponsor’s computer network is the official timekeeping device for the Promotion.
4. **Entry.** In order to be eligible for the Promotion, participants (each a “**Participant**”) must be a member of the Meraki Community (the “**Site**”). Anyone may register for the Site. Participants must be (i) legal residents of the countries in the [Eligible Countries list](#) (ii) at least the age of majority in their jurisdiction of residence, and (iii) not employed by Cisco Systems, Inc. or any of its affiliates during the Promotion Period. The Promotion is void where prohibited or restricted by law, as applicable.
5. **The Prizes.** The prizes described below are referred to individually as a “**Prize**” and together as the “**Prizes.**”
 - a. **Tier 1 Prize.**
 - i. **Prize.** Fifty (50) Participants can win a prize of an “I Speak Meraki” pin. No cash or other alternative Tier 1 Prize is available. No more than fifty (50) Tier 1 Prizes will be awarded during the entirety of the Promotion Period. A Participant can win at most one (1) Tier 1 Prize during the Promotion Period.
 - ii. **How to Win.** During the Promotion Period, Participants can earn points through completing any of the Qualifying Tasks (defined below) within the Meraki Community. Once a Participant has earned thirty (30) points through completing any of the Qualifying Tasks, they will qualify to be entered into a random drawing to win the Tier 1 Prize. Meraki will be solely responsible, in its absolute discretion, for tracking completion of Qualifying Tasks and noting Participants who qualify for Tier 1 for the purpose of inclusion in this drawing. The drawing will take place after the completion of the Promotion Period. If a Participant goes on to qualify for Tier 2 or Tier 3 drawing entries, they will also retain their entry for the Tier 1 Prize. If the Participant is randomly selected to win more than one (1) Tier Prize, the Participant will receive only the highest Tier Prize. Eligible tasks and their corresponding points are listed below as Qualifying Tasks.
 - b. **Tier 2 Prize.**
 - i. **Prize.** Twenty-five (25) Participants can win a prize of an “I Speak Meraki” pin and a Meraki Thermal Bottle. No cash or other alternative Tier 2 Prize is available. No more than twenty-five (25) Tier 2 Prizes will be awarded during the entirety of the Promotion Period. A Participant can win at most one (1) Tier 2 Prize during the Promotion Period.
 - ii. **How to Win.** During the Promotion Period, Participants can earn points through completing any of the Qualifying Tasks (defined below) within the Meraki Community. Once a Participant has earned one-hundred (100) points through completing any of the Qualifying Tasks, they will qualify to be entered into a random drawing to win the Tier 2 Prize. Meraki will be solely responsible, in its absolute discretion, for tracking completion of Qualifying Tasks and noting Participants who qualify for Tier 2 for the purpose of inclusion in this drawing. If a Participant goes on to qualify for a Tier 3 drawing entry, they will also retain their entry for the Tier 2 Prize. If the Participant is randomly selected to win more than one (1) Tier Prize, the Participant will receive only the highest

Tier Prize. The drawing will take place after the completion of the Promotion Period. Eligible tasks and their corresponding points are listed below as Qualifying Tasks.

c. **Tier 3 Prize.**

- i. **Prize.** Ten (10) Participants can win a prize of an “I Speak Meraki” pin, a Meraki Thermal Bottle, and a Meraki Drawstring Backpack. No cash or other alternative Tier 3 Prize is available. No more than ten (10) Tier 3 Prizes will be awarded during the entirety of the Promotion Period. A Participant can win at most one (1) Tier 3 Prize during the Promotion Period.
- ii. **How to Win.** During the Promotion Period, Participants can earn points through completing any of the Qualifying Tasks (defined below) within the Meraki Community. Once a Participant has earned two-hundred (200) points through completing any of the Qualifying Tasks, they will qualify to be entered into a random drawing to win the Tier 3 Prize. Meraki will be solely responsible, in its absolute discretion, for tracking completion of Qualifying Tasks and noting Participants who qualify for Tier 3 for the purpose of inclusion in this drawing. If the Participant is randomly selected to win more than one (1) Tier Prize, the Participant will receive only the highest Tier Prize. The drawing will take place after the completion of the Promotion Period. Eligible tasks and their corresponding points are listed below as Qualifying Tasks.

d. **Grand Prize.**

- i. **Prize.** One (1) Participant can win a prize of an MV12 WE with a 5-year license. No cash or other alternative Grand Prize is available. No more than one (1) Grand Prize will be awarded during the entirety of the Promotion Period. A Participant can win at most one (1) Grand Prize during the Promotion Period.
- ii. **How to Win.** Each day during the Promotion Period, Participants can earn points through completing any of the Qualifying Tasks (defined below) within the Meraki Community. Once a Participant has earned thirty (30) points through completing any of the following tasks, they will qualify to be entered into a random drawing to receive the Grand Prize. If a Participant earns one-hundred (100) or more points, they will receive two (2) entries into the random drawing. If a Participant earns two-hundred (200) or more points, they will receive three (3) entries into the random drawing. A Participant can receive no more than three (3) entries to win the Grand Prize. The drawing will take place after the completion of the Promotion Period. Eligible tasks and their corresponding points are listed below as Qualifying Tasks. For purposes of the Grand Prize only, a Participant also cannot be an employee of a United States K-12 school, public library, or any foreign official as defined under anti-corruption statutes.

e. **“Qualifying Tasks”.** Eligible tasks and their corresponding points are:

- i. Write a reply to a topic or blog post: Five (5) points
- ii. Create a topic: Five (5) points
- iii. Receive a Kudo: Seven (7) points
- iv. Write a reply that gets marked as a “solution”: Ten (10) points

- f. **Prize Conditions.** Sponsor may, in its discretion, issue any Prize to the winning Participants. No substitution, assignment, transfer, or cash redemption of any Prize is allowed by winner. Sponsor reserves the right to substitute a Prize with another item of equal or greater value should the advertised Prize become unavailable for any reason. 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 items, cards or certificates after being awarded to winners.

6. **Notification of Winners.** Meraki will use commercially reasonable efforts to notify the winning Participants by email and issue the Prize applicable to each winning Participant within 30 days after the end of the Promotion Period. Sponsor may also send potential winners a declaration of eligibility and release form (a “**Release**”). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The Prize may be forfeited and, in such case, an alternate Participant may in Sponsor's discretion be selected from among the remaining eligible entries (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to provide all signatures on the Release; or (iii) cannot accept or receive the Prize for any reason.

7. **General Conditions.** The Promotion is subject to applicable federal, state and local laws, and these Terms and Conditions. By participating in the Promotion, Participants agree to (i) abide by these Terms and Conditions and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its sole discretion, and (ii) waive any right to claim ambiguity in the Promotion or these Terms and Conditions, except where prohibited by law. Sponsor reserves the right to disqualify any Participant who, in Sponsor's reasonable suspicion, tampers with Sponsor site, the entry process, violates these rules, or acts in an unprofessional, unsportsmanlike or disruptive manner. Sponsor reserves the right to (i) cancel or modify any aspect of the Promotion at any time without notice, and (ii) cancel the Promotion should it suspect fraud or for reasons out of the control of Sponsor, in each case, without any obligation to Participants. 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 from participation in the contest. Following the Promotion Period, Sponsor will not be required to retain records of any entries.

8. **Third Party Sites.** To the extent the Promotion uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration or posting of content), Participant understands that the Promotion is not sponsored by such third parties, and further agrees to follow the policies posted on such website.

9. **Tax Provisions.** Participants acknowledge that awarding of any Prize may be treated as a taxable income and may be considered direct compensation for the purposes of taxation. Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the Prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation for the approximate retail value of any awarded Prize.

10. **Disclaimer; Release and Limit of Liability.** Sponsor makes no representations or warranties of any kind, express or implied, regarding any Prize or your participation in the Promotion. By participating in the Promotion or receiving any Prize, Participant agrees to release and hold harmless Sponsor, and its 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, damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death, arising out of participation in the Promotion or receipt, use or misuse of any Prize. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion or receipt or use or misuse of any Prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Participant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, then no other remedy will be available to such Participant.

11. **Personal Data and Communications.** The Sponsor cannot operate the Promotion without processing certain data supplied by and attributable to the Participants. Such data may include personal data attributable to individual Participants. Participants should anticipate that personal data supplied to Sponsor will be exported to the U.S. for processing in connection with the Promotion. Processing of personal data will be required to award the Prizes and will include all incidental processing necessary to operate the Promotion in accordance with the terms

hereof. Participants should anticipate that such processing will be undertaken by the Sponsor, its sub-contractors, and other members of the group of companies to which the Sponsor belongs. By accepting the terms hereof, each Participant consents to the processing of the information and personal data supplied to the Sponsor as outlined above.

12. **Publicity Release.** Participants acknowledge and agree that (except where prohibited by law) 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 winning Participants as part of that publicity, without notice or additional compensation to such Participants.

13. **Disputes.** Disputes regarding these Terms and Conditions and the Promotion will be governed by the internal laws of the State of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

14. **Terms And Conditions And Winners' List.** For a copy of these Terms and Conditions or the names of winners, please send your request and a self-addressed, stamped envelope to 500 Terry A. Francois Blvd., San Francisco, CA 94158, ATTN: Points Challenge 2019. Winners list to be available approximately 60 days after the Promotion Period.