

June 2019 Avatar Challenge

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 11:00am Pacific time on Monday, June 24th, 2019 and ends at 10:59am Pacific time on Monday, July 1st, 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 (i) legal residents of the countries in the [Eligible Countries list](#) and (ii) at least the age of majority in their jurisdiction of residence. 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. **Avatar Challenge Prize.**
 - i. **Prize.** Two Participants can win a prize of Meraki-branded merchandise, to be selected in Meraki’s sole and absolute discretion. The retail value of the Avatar Challenge Prize will not exceed USD 50.00. No cash or other alternative Avatar Challenge Prize is available. No more than two Avatar Challenge Prizes will be awarded. A Participant can win at most one Avatar Challenge Prize.
 - ii. **How to Win.** To become eligible to win the Avatar Challenge Prize, a Participant must submit a response to the Avatar Challenge displaying their customized Profile Avatar (an “**Entry**”) during the Promotion Period. Each Entry will be entered into a random drawing. A Participant is eligible for at most 1 Entry. The drawing will be held within 5 business days of the end of the Promotion Period. Odds of winning depend on the total number of Entries and the number of Avatar Challenge Prizes to be awarded. Sponsor will award 2 Avatar Challenge Prizes.
 - b. **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: Avatar Challenge Promotion. Winners list to be available approximately 60 days after the Promotion Period.