

Webroot Black Hat USA 2017 Social Media Photo Competition

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. SPONSOR. The Webroot Service Desk & IT Support Show #Smarter Mug Social Media Competition (the “Promotion”) is sponsored by Webroot Inc., whose principal address is at 385 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021 (the “Sponsor”).

2. PROMOTION PERIOD. The Promotion begins on or about July 26, 2017, 9:00 AM PDT, and ends on or about July 27, 2017, 6:00 PM PDT, (the “Promotion Period”). Sponsor (or its authorized representatives’) server’s clock is the official time keeping device for the Promotion. All time referenced in connection with the Promotion is Pacific Daylight Time.

During the Promotion Period, Sponsor shall host a booth at the Black Hat USA 2017 Conference (the “Event”). The Event will take place on the 26th and 27th day of July, 2017 in Las Vegas, Nevada at the Mandalay Bay Resort.

3. ELIGIBILITY. This Promotion is open to individuals who are eighteen (18) years of age or older (or have reached the legal age of contract majority if older) at the time of entry (each an “Entrant”).

THE FOLLOWING PERSONS ARE NOT ELIGIBLE TO ENTER, PARTICIPATE, OR WIN: (a) persons who on or after June 7, 2017, were or are officers, directors, employees, or independent contractors of Sponsor or an affiliate or subsidiary of Sponsor; individuals or entities engaged in the development, execution/administration, production or distribution of materials for the Promotion (collectively the “Promotion Entities”); and (b) persons who are immediate family members (as determined by Sponsor in its sole discretion) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. Any questions and/or issues concerning eligibility shall be determined in Sponsor’s sole discretion. Employees of government agencies are also ineligible.

4. HOW TO ENTER. To enter, eligible Entrants must (i) visit the Webroot Booth at the Event during the Promotion Period; (ii) take a picture at the Webroot Booth; and (iii) share such picture on social media as a public post, including via Twitter, Facebook, Instagram, LinkedIn, YouTube, or Google+, with the hashtags “#Webroot” and “#BHUSA” between June 26, 2017, 9:00 AM GMT, and June 27, 2017, 2:00 PM PDT (collectively, an “Entry”). **Limit one (1) Entry per Entrant.**

By submitting an Entry, you agree that your personal data, especially name, email address, telephone number, and location may be processed, stored and otherwise used for the purposes and within the context of the Promotion and any other purposes outlined in these Official Rules and in accordance with Sponsor’s privacy policy posted at <https://www.webroot.com/us/en/legal/privacy>. You further agree that the data may also be used by Sponsor in order to check your identity, email address and telephone number, or to otherwise verify your eligibility to participate in the Promotion and/or win a prize, if applicable. Non-compliant, ineligible, or incomplete Entries will be disqualified. Entries from the same individual, e-mail, phone number, device ID, account or household address received in excess of the limits stated herein will be automatically disqualified, in the sole discretion of Sponsor. All Entries become the property of the Sponsor and will not be acknowledged or returned. Each Entrant acknowledges and agrees that all information submitted by the Entrant in connection with the Promotion may be shared by Sponsor with all Released

Parties (as defined in these Rules). Sponsor assumes no responsibility for incorrect or inaccurate Entry information, human error or technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any computer equipment or mobile phone, equipment or software, or for lost, late, misdirected, mutilated, or illegible Entries, or any combination thereof, nor for the failure to collect any such information.

Sponsor reserves the absolute right, at its reasonable discretion, to refuse, disqualify, or withdraw any Entry and/or Entrants at any time during or after the Promotion, and to require immediate prize return if applicable.

SPONSOR RESERVES THE RIGHT TO MODIFY, CANCEL, OR TERMINATE THIS PROMOTION OR THESE OFFICIAL RULES AT ANY TIME.

5. PRIZES; SELECTION OF WINNER; ODDS. Assuming sufficient eligible Entries are received, there are eighteen (18) prizes in total available to be awarded throughout the Event. The prizes consist of two (2) grand prizes (The “Grand Prizes”) and sixteen (16) runner-up prizes (the “Runner-Up Prizes”). The first Grand Prize consists of one (1) Ring™ Video Doorbell with an approximate retail value of one hundred and seventy-nine dollars (\$179.00), the second Grand Prize consists of one (1) Insta360™ Nano virtual reality camera for iPhone® with an approximate retail value of one hundred and ninety-nine dollars (\$199.00). Each of the Runner-Up Prizes consists of one (1) signed copy of *CISO Desk Reference Guide: A Practical Guide for CISOs* by Gary Hayslip, Bill Bonney, and Matt Stamper, with an approximate retail value of forty-four dollars and ninety-five cents (\$44.95). The Grand Prizes and Runner-Up Prizes are referred to herein individually as a “Prize” and collectively as the “Prizes”.

All winners will be randomly selected by an employee of Sponsor from among all eligible Entries received for such Event by the end of the Promotion Period. Potential winners will be announced via social media and the potential winner will be tagged in such announcement with the social media handle used in their Entry. Winners of the Grand Prizes must claim their Prize at the Webroot Booth at the Event between 3:00 PM PDT and 6:00 PM PDT on July 27, 2017. Winners of the Runner-Up Prizes may claim their Prize at the Webroot Booth at the Event between 11:00 AM PDT and 6:30 PM PDT on July 26, 2017 or between 11:00 AM PDT and 5:00 PM PDT on July 27, 2017. If a winner of a Runner-Up Prize is not able to claim their prize during the times stated above, Sponsor shall send a private message to such potential winner to request a shipping address. Upon receipt of a valid shipping address, Sponsor shall ship the Prize to the potential winner at such address. Prizes or prize notifications that are lost, failed, unclaimed, returned, undeliverable, not (timely) responded to, or otherwise, will be forfeited and will NOT be awarded or re-awarded. Should a winner decide to decline the Prize for any reason whatsoever, Sponsor shall have no further obligation to that potential winner. In the event of any disqualification permitted under these Official Rules an alternate winner may be selected.

6. AWARD CONDITIONS. VOID WHERE PROHIBITED. Award of the Prize is subject to eligibility and verification of the winner and compliance with these Official Rules. In no event will Sponsor be responsible for awarding more than the stated Prize. Only the Prize stated herein is included as part of the Prize. The Prize may not be sold, auctioned, bartered, assigned, exchanged, commercially transferred or donated, or otherwise placed into unauthorized commercial channels of distribution. No transfer, assignment or substitution of a Prize (in whole or in part) is permitted, except that Sponsor reserves the right to substitute an item of equal or greater value. The Prize will be delivered to the winner at the time of the drawing. The Prize is not redeemable for cash. Any difference in actual value and approximate retail value will not be awarded as cash or otherwise. **EACH WINNER OF A PRIZE IS SOLELY RESPONSIBLE FOR ALL TAXES AND TAX REPORTING OBLIGATIONS REQUIRED BY LAW**

WITH RESPECT TO THE PRIZE. Any other costs and expenses associated with acceptance and use of the Prize not specified herein as being provided are each winner's sole responsibility. All details and other restrictions of Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

Any Prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual Prize, or the model, features, or style awarded.

By entering and/or accepting the Prize, Entrants and winners hereby irrevocably consent, where lawful, to the use by Sponsor (and its authorized affiliates and representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, and voice for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, digitally and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRIZE FURNISHED HEREIN AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE PRIZE, INCLUDING BUT NOT LIMITED TO THOSE FOR QUALITY, MERCHANTABILITY, FITNESS OF USE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. GENERAL. BY ENTERING THE PROMOTION, YOU AGREE: (a) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND THE DECISIONS OF SPONSOR, WHICH SHALL BE BINDING AND FINAL; (b) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE OFFICIAL RULES; AND (c) TO THE FULLEST EXTENT PERMITTED BY LAW YOU HEREBY FOREVER AND IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL THREATENED OR ACTUAL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE OUTSIDE ATTORNEYS' FEES) THAT MAY DIRECTLY OR INDIRECTLY ARISE OUT OF THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTIONAL ACTIVITY, AND/OR PARTICIPATION IN THIS PROMOTION OR ANY ELEMENT THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW YOU COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE, AND FURTHER COVENANT NOT TO DISAFFIRM, LIMIT OR RESCIND THIS RELEASE. A waiver by one or more of the Released Parties of any term in these Official Rules does not constitute a waiver of any other provision.

8. LIMITATIONS OF LIABILITY. Promotion Entities are not responsible for: (a) lost, late, misdirected, undeliverable or incomplete Entries, system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or Entries; (b) technical failures of any kind; (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 Entry process or the Promotion; (e) technical or human error which may occur in the administration of the Promotion or the processing of Entries, or failure to collect, store or process Entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use of any Prize. If for any reason your Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, your sole remedy is another Entry in the Promotion. Sponsor may prohibit an Entrant from

participating in the Promotion or winning a Prize if, in their sole discretion, they determine that said Entrant is attempting to undermine the legitimate operation of the Promotion, or is suspected (in Sponsor's sole and absolute discretion) of engaging in any form of artifice, cheating, hacking, deception, robotic, mechanical, bots, or other unfair or irregular practices or intending to annoy, abuse, threaten or harass any other Entrant or Sponsor's representatives. If for any reason this Promotion is not capable of running as planned, including, but not limited to, by reason of tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend all or any part of the Promotion and to select potential winners from among all eligible non-suspect Entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

Promotion Entities shall not be liable to winner or any other person or entity for failure to execute the Promotion or any part thereof, or supply a Prize in whole or in part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, embargo, lockout, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

9. GOVERNING LAW; ARBITRATION OF DISPUTES. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. If you choose to enter the Promotion, you are responsible for compliance with all applicable state and local laws, including but not limited to, tax and similar reporting obligations imposed by your respective state. Any dispute, controversy or claim arising out of, relating to or in connection with the Promotion, including the breach, termination or validity thereof, shall be finally resolved by **arbitration** located exclusively in Denver, Colorado. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. You agree to arbitrate solely on an individual basis, and further agree that these Official Rules do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

10. MISCELLANEOUS. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotions-related materials, privacy policy, or terms of use on the Sponsor's webpages and/or the terms and conditions of the

Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

11. TRADEMARK: Webroot is a registered trademark of Webroot Inc.

Ring is a trademark or registered trademark of Bot Home Automation, Inc., Insta360 is a trademark or registered trademark of Beijing Arashi Vision Network Technology Co., Ltd., and iPhone is a registered trademark of Apple Inc. Bot Home Automation, Inc., Beijing Arashi Vision Network Technology Co., Ltd., and Apple Inc. are not sponsors of, nor are otherwise affiliated or associated with this Promotion.