

RingCentral, Inc. - RingCentral National Small Business Week Contest (2022) - Official Rules

PLEASE BE ADVISED THAT YOU HAVE NOT YET WON. NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

The RingCentral National Small Business Week Contest (the "Promotion") is sponsored and administered by RingCentral, Inc. ("RingCentral"), 20 Davis Drive, Belmont, CA 94002. The Promotion is governed by these official rules ("Official Rules"). By participating in the Promotion, each entrant ("Entrant," and collectively, "Entrants") agrees to abide by these Official Rules, including all eligibility requirements, and understands that the result of the Promotion, as determined by RingCentral or its agents, are final in all respects.

1. Promotion Period: The Promotion begins at 12:01 AM Pacific Time ("PT") on March 30, 2022 and ends at 11:59 PM PT on April 30, 2022 ("Promotion Period").

2. Definitions: For the purpose of these Terms only, the following terms shall have the following meanings

- a. **"Approved Channels"** means the channels or methods that Entrant may used to submit the Video under this Promotion, which included any of the following: (1) the RingCentral MVP group titled SMBcontest@ringcentral.glip.com ; (2) a private link post to YouTube; or (3) a private link post to Vimeo If the Video is not posted on an Approved Channel, or improperly posted, the Video will be deemed an illegible Entry by RingCentral and disqualified.
- b. **"Duration"** means the Video must be between one and three minutes in duration (the **"Duration"**). Videos shorter than 1 minutes or longer than 3 minutes will be deemed an invalid Entry by RingCentral and disqualified, unless otherwise decided by RingCentral in its sole discretion.
- c. **"First Place Winner Tiers"** means a tiered based division of Entrants under this Promotion determined by the company size of a SMB Customer as generally determined by the number of employees the SMB Customer currently has purchased lines for under a RingCentral MVP services agreement. The First Place Winner Tiers under this Promotion are comprised of one of the following: (1) First Place Tier 1; (2) First Place Tier 2; and (3) First Place Tier 3, each as defined under this section 2. First Place Winner Tiers will be determined by RingCentral's sole discretion, pursuant to internal guidelines which shall be reasonably applied to all SMB Customers submitted by an Entrant under the Promotion. SMB Customer, Entrant, or any other party to this Promotion (other than RingCentral) will not be permitted to determine, appeal, deny, disavow, or in anyway be included in the First Place Winner Tiers determination.
- d. **First Place Tier 1"** means a SMB Customer size of 1-19 total purchased RingCentral MVP lines, as determined upon the elapse of the Promotion Period.
- e. **"First Place Tier 2"** means a SMB Customer size of 20-49 total purchased RingCentral MVP lines, as determined upon the elapse of the Promotion Period.
- f. **First Place Tier 3"** means a SMB Customer size of 50-99 total purchased RingCentral MVP lines, as determined upon the elapse of the Promotion Period.

- g. **“Judges”** means a panel of RingCentral executives who will determine the Winners (as defined in section)of this Promotion pursuant to the Judging Criteria and otherwise set forth under these Official Rules. The specific individuals will be Judges under this Promotion:(1) Brenna Robinson (VP of SMB Marketing); (2) Jenny Dingus (VP of SMB Sales); (3) Bryan Allen (AVP of SMB Integrated Marketing). RingCentral may replace, include, or remove any Judge under this Promotion during the Promotion term with other RingCentral executives without notice to Entrants.
- h. **“Prizes”** means the collective or individual reference of the Grand Prize and the three First Prizes awarded under this Promotion as set forth within these Official Rules.

3. **Eligibility:** To be eligible for the Promotion you must: (1) be eighteen (18) years of age or older and at least the age of majority in your jurisdiction of residence; (2) be a RingCentral SMB Customer; and (3) the SMB Customer must be registered within the United States. Promotion is void where restricted or prohibited by law. The Promotion is subject to all national, state, and local laws. The eligibility of Entrants shall be determined by RingCentral in its sole discretion.

4. **How to Enter:** To obtain entry into the Promotion, Entrant must: (1) enter Entrant’s information on the Promotions landing page <https://go.ringcentral.com/smbwk2022contest.html>; (2) create a 1-3 minute video (“**Video**”), subject to the Duration Requirement and Video Requirement; and (3) post or otherwise submit the Video on one of the Approved Channels, (collectively, “**Entry**” or “**Entries**”). One Video per Entry. There is no limit to the quantity of Entries submitted by Entrant. A Video may not be posted under more than one Entry. If a same or materially similar Video (as determined in RingCentral’s sole discretion) has been submitted under more than one Entry, the first Entry with such Video will be entered into the Promotion and the remaining will be deemed ineligible and disqualified.

4.1 **Entry Conditions.** Use of any automated system to participate is prohibited and will result in disqualification. RingCentral is not responsible for: (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) those who cannot access or complete the Entry; (iii) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; and/or (iv) delay, failure or malfunction of any kind relating to the Promotion. Incomplete or corrupted Entries are void and will not be accepted. To be eligible, Entries must be received prior to the end of the Promotion Period. All Entries become the sole and exclusive property of RingCentral.

5. **Video Requirements:** The Video posted by Entrant must contain all of the following to be a considered a valid Entry by RingCentral, at its sole discretion: (1) Entrant company name; (2) the name and title of at least one individual who is employed by Entrant’s SMB Customer company; and (3) an explanation of how Entrant is using RingCentral MVP platform to run Entrant’s business, engage with Entrant’s staff or customers; or otherwise take Entrant’s business to the next level (as solely determined and decided by RingCentral); and (4) be within the approved Duration limits (“**Video Requirements**”). Videos must not, as determined in RingCentral’s sole and absolute discretion: (1) have ever been previously published; (2) infringe upon any rights of any third party including, without limitation, copyright, trademark, and rights of publicity and/or privacy; (3) copy, incorporate, or include music or video from any movies, commercials, radio, television, or the Internet, unless the entrant is the lawful copyright owner of such material; (4) be or contain any content that is or may be perceived as violent, immoral, defamatory, derogatory, offensive, illegal, sexually suggestive, obscene, or similarly inappropriate, or that represents RingCentral or any

affiliates in a negative way or in any manner not consistent with their brand and/or reputation; (5) contain, include, or encourage images or activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property; (6) suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity; (7) be dangerous or unsafe to make or produce; (8) contain any mention, discussion, logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image or intellectual property of any business or company without that entity's prior written consent. Such Videos are strictly prohibited, and any Video in violation of the above requirements and restrictions, as determined in RingCentral's sole and absolute discretion, shall be deemed ineligible.

6. RingCentral Use of Entry: By entering this Promotion and submitting a Video, each Entrant, as a condition of participation in the Contest: grants a royalty-free, perpetual, and irrevocable worldwide license, regardless of subsequent assignment or ownership change, exclusive to RingCentral (except for the limited rights accorded to Approved Channels through their Terms of Use), to use, edit, alter, adapt, modify, copy, reproduce, publish, display, distribute, transform, create derivative works from, and otherwise show and use (unless prohibited by applicable law) the Video (including all material embodied therein), in any way or in any media or form, now or hereafter known or developed, in whole or in part, for trade, advertising, promotional, marketing, commercial, trade, or other purposes as RingCentral determines, in their sole discretion. Entrants will have no right of notice, review, or approval of any such use of the Video and/or Entrant's name or Entrant's employee's name(s). Each Entrant: (a) upon request by RingCentral or their agents or representatives, shall sign any documents for such purpose; (b) acknowledges and agrees that the Video (or any part thereof) and/or the Entrant's name may be used in whole or in part, alone or in combination with other works, and that the Video may be changed, altered, edited, modified, or used in any other manner, as solely determined by RingCentral; and (c) warrants and represents that Entrant has received all rights, releases, and permissions that may be necessary from any individual appearing in a Video and from the videographer of the Video to grant this license for the use of the Video as stated ("**Video Entry Warranties**"). Entrant's failure to grant any of the above Video Entry Warranties will result in the immediate disqualification of Entrant's Entry and Entrant will not be eligible to be deemed a Winner and be granted any Prize under this Promotion, as determined solely by RingCentral without any recourse or right of appeal by Entrant.

7. Winners: A total of four (4) "**Winners**" will be selected by RingCentral (pursuant to these Official Rules) during the Promotional Period. The Judges will first select one (1) Entry to receive the Grand Prize from the aggregate pool of all entries under this Promotion, including entries from all First Place Winner Tiers ("**Grand Prize Winner**"). Additionally, the Judges will select (3) Entries to receive First Place Prizes (the "**First Place Winner**" or "**First Place Winners**"). One First Place Prize will be selected from each of the "**First Place Winner Tiers**"

7.1 Judging Criteria. Entries will be judged by the Judges panel of RingCentral executives (the "Judges") over a four (4) day period, culminating on May 3, 2022. The Judges will select the Winners on the basis of the following criteria: (1) originality and creativity; (2) entertainment appeal; and (3) the depiction of the Video Requirements (the "**Judging Criteria**"). The decisions of the Judges are final and may not be appealed, for any reason.

7.2 Winner(s) Conditions. If there is not an eligible Entrant for any of the First Prize Winners set forth above, RingCentral may elect not to Award one or any of the applicable First Prizes, at its sole discretion. Winners will be notified by provided email addresses on May 3rd, 2022 by email and announced on our

Promotion landing page and RingCentral social channels on May 5th, 2022. RingCentral is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), phone numbers, technical difficulties associated therewith, or a Winner's failure to adequately monitor any account. Should a Winner fail to promptly respond to RingCentral, RingCentral reserves the right to disqualify that Winner and, in its sole discretion, select the Entrant who had the second greatest number of eligible Entries on the applicable Announcement Date. If a selected Winner is deemed ineligible, for any reason, the Entry will be disqualified and an alternate Winner may be selected, in RingCentral's sole discretion. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners.

8. Prizes: One (1) \$5,000.00 Gift Card will be awarded as the “**Grand Prize**” to the Grand Prize Winner. and one (1) \$1,500.00 Gift Card (“**the First Prize(s)**”) which will be awarded to a Winner in each of the First Place Winner Tiers, for a total of three First Prizes awarded under this Promotion by RingCentral (ARV of First Place Prizes is \$4,500.00), as set forth under section 7 and subject to the exceptions of section 7.1 of these official rules. The approximate retail value for all Prizes is \$9,500. The Prizes will be subject to the terms of the issuer. No substitution, assignment or transfer of the prizes is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. **TAXES AND ANY OTHER COSTS, IF ANY, RELATED TO THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER.**

8.1 Prize Conditions. The Winners will be: (i) responsible for paying all costs and expenses related to the Prize that are not specifically mentioned, including, but not limited to, gratuities, meals, beverages, ground transportation, taxes, and any other incidental costs or expenses that might reasonably be incurred by the Winners in receiving or using the Prize; and (ii) required to submit his/her social security number or taxpayer ID number to RingCentral in order to claim the Prize. In order to claim his/her Prize, Winner may be required to complete an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Releases (where legal) (the “**Release Documents**”) and W-9 or similar tax form, which must be executed and returned to RingCentral, or Winner will forfeit Prize and another Winner may be chosen in RingCentral's sole discretion.

9. Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE, ASSOCIATED WITH THE ACCEPTANCE, RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim a Prize, Entrant may be required to complete an affidavit or declaration of eligibility, liability and publicity release, and tax form, as applicable. The value of the Prize may be treated as ordinary income to recipient for income tax purposes. If required by law, applicable tax forms will be sent to the Winners.11.
Odds: Odds of winning are based on the skill of the Entrants and the total number of Entries received.

10. Conditions of Participation: By submitting an Entry for this Promotion, you agree to abide by and be bound by these Official Rules and any decision RingCentral makes regarding this Promotion, which RingCentral shall make in its sole discretion. RingCentral reserves the right to disqualify and prosecute to the fullest extent permitted by law any Entrant or Winner who, in RingCentral's reasonable suspicion, tampers with RingCentral's site, the entry process, intentionally submits more than the permitted number of entries, violates these rules, or acts in an unsportsmanlike or disruptive manner. **ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RINGCENTRAL**

RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL ATTORNEYS' FEES.

11. **Winner List and Official Rules:** To obtain a copy of these Official Rules or names of the Winners, send a self-addressed, stamped envelope to, Attn: RingCentral National Small Business Week Contest Winners List Request, RingCentral, Inc., 20 Davis Dr., Belmont, CA 94002. Requests must be received by the December 31, 2022. Vermont residents may omit return postage.

12. **Privacy Policy:** Entrant information submitted for this Promotion will be collected and used in accordance with RingCentral's Privacy Policy, which can be found at <http://www.ringcentral.com/legal/privacy-policy.html> subject to the other provisions of these Official Rules.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY:

13.1 BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, ENTRANT AGREES TO RELEASE AND HOLD THE RINGCENTRAL ENTITIES, , AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY (COLLECTIVELY, "LOSSES"), ARISING—DIRECTLY OR INDIRECTLY—FROM ENTRANT'S PARTICIPATION IN THE PROMOTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR LOSSES ARISING FROM: (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 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) HUMAN ERROR; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY ENTRANT.

13.2 IN NO EVENT SHALL ANY RINGCENTRAL ENTITIES BE LIABLE TO ANY ENTRANT OR ANY THIRD PARTY FOR: (1) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY; OR (2) ATTORNEYS' FEES.

13.3 RINGCENTRAL'S TOTAL LIABILITY FOR ANY DAMAGES INCURRED BY ENTRANT IN CONNECTION WITH THE PROMOTION SHALL NOT EXCEED THE APPROXIMATE RETAIL VALUE OF THE FIRST PLACE PRIZE. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE THAT THIS LIMITATION OF LIABILITY REFLECTS THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES.

13.4 THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ALL CIRCUMSTANCES. NOTHING IN THESE OFFICIAL RULES LIMITS OR EXCLUDES LIABILITY FOR:

- DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
- FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

14. **Choice of Law; Disputes:** This Promotion and these Official Rules are governed by, and will be construed in accordance with, the laws of the State of California, and the forum and venue for any dispute arising out of or relating to these Official Rules shall be in the Northern District of California. Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any benefits received, or the administration of the Promotion not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will an Entrant be permitted to obtain awards for and Entrants hereby waive all right to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

15. **No Affiliation with Third Parties:** This Promotion is sponsored and administered exclusively by RingCentral and is in no way sponsored, endorsed, administered by or associated with or any other third party.

16. **Severability.** If any provision of these Official Rules is deemed to violate any applicable law, rule, or regulation, it shall be amended to conform to such law, rule, or regulation, and all other provisions shall remain in full force and effect.

17. **Intellectual Property.** This document contains the trademarks and service marks of RingCentral and third parties. Such trademarks and service marks are the sole and exclusive property of their respective owners. The use of certain products and services as Prizes does not imply participation in, or approval of, this Promotion by their respective companies.

18. **Sponsor:** RingCentral, Inc., 20 Davis Dr., Belmont, CA 94002.

19. **Publicity.** By participating in this Promotion, each Entrant grants RingCentral permission to use their name, their employer's logo and trademarks, and likeness or comments for publicity purposes in connection with the Promotion without payment of additional consideration, except where prohibited by law. Entrant represents and warrants that Entrant is authorized to grant the foregoing license.

20. **General.** Any and all decisions related to the Promotion, these Official Rules, Promotion administration, verification and the like will be supervised by RingCentral, whose decisions are absolute, final and binding on all Entrants. To the fullest extent permitted by applicable law, RingCentral reserves the right in its sole and absolute discretion to terminate (and not award any prizes to any Entrant), cancel or modify the Promotion at any time for any reason, without notice or to disqualify any Entrant at any time for any reason without notice in its sole judgment, including determination that the integrity or fairness of

the Promotion has been, or could be, compromised, or that the Promotion is not able to be run as planned. Nothing in these Official Rules is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner. Neither party may incur any expense or negotiate on behalf of any other party or commit the other party in any way to any person without that other party's consent. These Official Rules are not intended to, and shall not confer any benefit on, any third party.