

RingCentral, Inc. - RingCentral National Small Business Week Contest - 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 April 6, 2021 and ends at 11:59 PM PT on May 8, 2021 (“Promotion Period”).
2. **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 small business customer (between 1-399 lines); and (3) your business 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.
3. **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/smbwk2021contest.html> (2) create a 1-3 minute video (“Video”), subject to the Duration and Video Requirements set forth below; and (3) post the Video on one of the Approved Channels (as defined below), (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. Entrant may post Entrant’s Video

Entry on any of the following approved channels: (1) the RingCentral Glip group titled SMBcontest@ringcentral.glip.com ; (2) a private link post to YouTube; or (3) a private link post to Vimeo (collectively, "Approved Channels). 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.

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.

4. **Video Requirements:** The Video posted by Entrant must contain all of the following to be a valid Entry: (1) company name; (2) the name and title of at least one individual who is employed by Entrant's company; and (3) an explanation of how Entrant is using RingCentral Office to (a) navigate the rapidly changing economy, (b) engage with your staff and customers, or (c) take your business to the next level ("**Video Requirements**"). Additionally, 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.

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.

5. **RingCentral Use of Entry:** By entering this Promotion and submitting a Video, each Entrant, as a condition of participation in the Contest: (a) 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. Neither Entrants shall have a right of notice, review, or approval of any such use of the Video and/or entrant's name. 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.

6. **Prizes:** One (1) \$5,000.00 Visa® Gift Card which will be awarded as the “**Grand Prize**”, and three (3) \$1,500.00 Visa® Gift Cards which will be awarded as “**the First Prize(s)**”. The approximate total value for all prizes is \$18,500. 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.

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.

7. **Winners:** A total of four (4) Winners will be selected during the Promotional Period. The Judges will select one (1) Entry to receive the Grand Prize, and the (3) Entries to receive First Prizes (the “**Winner**” or “**Winners**”). The First Prizes Winners (as defined in section 7) will be each be selected as follows: (1) one First Prize Winner will be selected for an Entrant with a company size of 1-49 total lines; (2) one First Prize Winner will be selected for an Entrant with a company size of 50 - 99 total lines; and (3) one First Prize Winner will be selected for an Entrant with a company size of 100b - 399 total lines. 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 12th, 2021 by email and announced on our Promotion landing page and RingCentral social channels on May 19th, 2021.

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. **Judging Criteria:** Entries will be judged by a panel of RingCentral executives (the "Judges") over a four (4) day period, culminating on May 12, 2021. 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 decisions of the Judges are final and may not be appealed, for any reason.
9. **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, 2021. 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. **DISCLAIMER AND LIMIT OF LIABILITY:** RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL, RINGCENTRAL ENTITIES (AS DEFINED ABOVE), (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR 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 IN 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 ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant'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, or any part of it, for any reason, RingCentral, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, RingCentral reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. RingCentral reserves the right to cancel, amend or suspend the Promotion at any time, with or without prior notice, including if the Promotion encounters any unexpected problems.

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 participants 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 Visa® or any other third party.

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