NetApp Remo 2020 Giveaway ("Giveaway") Official Rules ("Rules")

TERMS AND CONDITIONS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN. ONLY VALID ENTRANTS WHO HAVE REGISTERED FOR THE REMO SESSION AND MEET WITH A NETAPP REPRESENTATIVE ARE ELIGIBLE TO WIN. PLEASE SEE THE FULL T&Cs FOR MORE INFORMATION

OPEN ONLY TO ELIGIBLE NATURAL PERSONS AS DEFINED IN SECTION 2 BELOW


2. Eligibility
2.1. The Giveaway is open to natural persons who are eighteen (18) years of age or older at the time of entry and satisfy the following requirements: Must be a registered participant by attending NetApp’s digital, face-to-face, live engagement called the Remo tool, which serves as extension of the VIP Program for demos, networking, and ABM content and relationship-building. The participant must register for Remo, attend the Remo session(s) listed above and meet with a NetApp representative. ("Participant"). Employees of the Sponsor are not eligible to participate.
2.2. Government officials or employees of state-owned entities are not eligible to enter or win.
2.3. All eligibility requirements must be met in order to claim a Prize.
2.4. In case of invitations to participate in the Giveaway, such invitations are non-transferable and may not be responded to by any person other than the Participant(s). NetApp reserves the right to reject any participation response from anyone other than the listed Participant on the invitation.
2.5. No purchase or payment necessary to enter or win.

3. Entry Period. Entries must be submitted and fully completed between November 30, 2020 at 6am Pacific Time and December 18, 2020 at 5pm Pacific Time ("Entry Period").

4. How to Enter.
4.1. To enter the Giveaway, a Participant must do the following during the Entry Period: The participant must register for Remo and meet a with a specialist within the Remo tool, after which they will get a separate email with a URL link that takes them to the landing page to play the scratch off game. ("Entries").
4.2. All Entries become NetApp’s property. Entries received after the Entry Period will be declared invalid.
4.3. Your entry is a confirmation that acceptance of the Prizes does not violate your employer’s rules regarding the acceptance of gifts.
4.4. You may not enter more times than allowed by the Rules by using multiple email addresses, identities or devices in an attempt to circumvent the Rules. If NetApp suspects tampering or has evidence of actual tampering or technological corruption, NetApp reserves the right to void any suspect Entries. Any attempt by you to undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and, should such an attempt be made, NetApp reserves the right to seek damages from you and to seek other remedies to the fullest extent permitted by law.
4.5. NetApp is not responsible for lost, late, delayed, damaged, misdirected, stolen, unintelligible, incomplete, void, and/or corrupted Entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry including among others telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties; errors in transmission; or any condition caused by events beyond NetApp’s control that may affect the Giveaway.

5. Determination and notification of the Winner
5.1. A winner is any Participant who completes the above-mentioned in 4.1 and who participates in the scratch off game (Winner”).
5.2. Odds of winning a Prize depend on the number of valid Entries and the amount of that specific Prize.
5.3. Upon NetApp request, Winners must provide NetApp with proof that he/she is the authorized account holder of the email address or another identifying account or number associated with the winning entry and that all eligibility requirements are met. All information provided by you to NetApp for the Giveaway must be truthful, complete, accurate and in no way misleading. NetApp reserves the right in its sole discretion to disqualify any Participant if such Participant supplies untruthful, incomplete, inaccurate or misleading information.

5.4. Winner will be notified after the Entry Period via the contact information from the Entry and the Prize will be awarded at the event or sent post event respectively as the case may be.

5.5. Failure to claim a Prize or use accumulated points will result in forfeiture of the Prize and of the points. If a Winner is unable to accept the Prize or any portion of the Prize for any reason, NetApp has no obligation to such Winner.

6. Prize

6.1. The Winner will receive one of the following: One (1) set of Apple Air Pods with an estimated retail value of $229 USD, One (1) Amazon Show with an approximate retail value of $241 USD, or One (1) Ember Coffee Mug with an estimated retail value of $171 USD.

6.2. Prizes are limited while supplies last.

6.3. The Prize is offered and must be accepted "as is" without warranty of any kind. NetApp will not replace any lost or stolen Prize.

6.4. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of the Prize and approximate retail value specified in the Rules and any surplus will not be awarded.

6.5. No substitution, assignment, transfer, or cash redemption of any Prize is allowed by the Winners. NetApp reserves the right to substitute a Prize with another Prize of equal or greater value should the advertised Prize become unavailable for any reason. Any costs or expenses associated with claiming or redeeming any Prize will be the sole responsibility of Winner(s). The Winners are solely responsible for all applicable national, federal, state, provincial and local taxes; all national, federal, state, provincial and local laws apply.

6.6. Each Participant is only allowed to win one prize.

7. Personal Data and Privacy. Your email may be used for sending you content and incorporate you into future campaigns, without sharing your personal data with third parties. Any data you communicate to NetApp during the Giveaway may only be used by NetApp or transferred to third parties pursuant to NetApp’s Privacy Policy published at http://www.netapp.com/us/site/privacy.html. NetApp is going to use your data for the purpose of managing the Giveaway, and to provide you with information related to NetApp products, services and events. You may opt out of receiving information from NetApp by following NetApp’s Privacy Policy.

8. NetApp brand. The names and logos identifying NetApp® products and services are trademarks or registered trademarks of NetApp, Inc. Other company and product names may be trademarks of their respective owners. A current list of NetApp trademarks is available on the web at http://www.netapp.com/TM.

9. Miscellaneous

9.1. The Giveaway is governed by the Rules. You fully and unconditionally agree to be bound by the Rules. The Giveaway results are final in all respects. All decisions regarding the Giveaway, including among others the selection of the Winners, are made by NetApp, whose decisions are final and binding.

9.2. Each Participant agrees to release and hold NetApp harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Giveaway or resulting from acceptance, possession, or use of any Prize, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation, misappropriation of likeness, or invasion of privacy. Participants agree that NetApp has no liability whatsoever for any deficiency or malfunctioning of
any Prize, for any damage incurred from use or participation of the Prize, or from participation in the Giveaway.

9.3. NetApp in its sole discretion reserves the right to change, alter, or amend the Rules or terminate the Giveaway, to provide fair administration of the Giveaway and to comply with law.

9.4. The Rules are construed pursuant to the laws of (a) the non-US country in which NetApp is registered excluding its conflicts of law provisions if the Participant is a national of the same country; or (b) the State of California, United States, excluding its conflicts of law provisions in all other cases. To the extent permitted by law, the exclusive jurisdiction and venue for any claims, actions, or proceedings relating to the Giveaway shall be the state and federal courts located in Santa Clara County, California.

9.5. If any provision of the Rules is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable, any other part of the Rules.