

## RED HAT INNOVATION AWARDS 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

**Note: The Grand Prize offered herein consists of two (2) tickets to the Red Hat Summit (“Event”), which is being held in San Francisco, California April 27-30, 2020. Sponsor is not providing payment for travel to or from the Event, but will provide Winner with two (2) admission tickets, entry into certain VIP events, and three (3) nights of lodging for two (2) representatives of the winning organization. If the Red Hat Summit registration for the attendee has already been paid for, Red Hat will reimburse Winner up to the Approximate Retail Value of the Grand Prize. If a Winner is unable to have someone attend the Red Hat Summit events on April 27-30, 2020, Sponsor may, in its sole discretion, disqualify that Winner and select an alternative Winner.**

### 1. Contest Description & Term

Red Hat, Inc. is sponsoring the 2020 Red Hat Innovation Awards (“Contest”), a skill contest in which participants provide a description of how Red Hat, Inc. products (including but not limited to Red Hat Enterprise Linux, Red Hat Virtualization, Red Hat Gluster Storage, Red Hat Ceph Storage, Red Hat JBoss Middleware, Red Hat CloudForms, Red Hat OpenShift Container Platform, Red Hat OpenStack Platform, Red Hat Cloud Infrastructure, Red Hat Ansible Tower, Red Hat Technical Account Management, Red Hat Training, and Red Hat Consulting) were used to solve a business problem or project that required an exceptionally innovative solution to a complex problem. The innovative solution must have been executed to address the problem described by the participant or must at least be in progress. To enter, visit the Contest web site located at <http://www.redhat.com/en/customers/innovation-awards> during the Term. The Contest begins on August 1, 2019 at 9:00 a.m. Eastern Time (“ET”) and ends on September 13, 2019 at 11:59 p.m. Pacific Time (“PT”) (“Term”). Sponsor reserves the right to extend the Term by seven (7) days. VOID WHERE PROHIBITED.

**IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.**

### 2. Eligibility

To be eligible to enter the Contest, the entrant (“Entrant”) must be: (1) a legal commercial entity; (2) a customer of Red Hat, Inc.; and (3) a legal resident of Albania, Argentina, Australia, Austria, Belgium, Bulgaria, Canada (excluding Quebec), Chile, China, Colombia, Czech Republic, Denmark, Ecuador, France, Germany, Hong Kong, India, Indonesia, Ireland, Israel, Japan, South Korea, Malaysia, Mexico, the Netherlands, New Zealand, Norway, Paraguay, Peru, Poland, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, the United Kingdom, the United States, and Uruguay. The individual entering the contest on behalf of the Entrant (“You”) must have access to the Internet and a valid email address to enter the Contest. Sponsor, its subsidiaries and affiliated companies are not eligible to enter. **A government, its agencies, and contractors during the Term are eligible to enter, but are not eligible to receive the Grand Prize.**

**If Entrant is a U.S. company and is selected as a Potential Winner of the Contest, it must provide Sponsor with its Tax Identification Number, which will be used for tax reporting purposes only. IF ENTRANT IS NOT WILLING TO PROVIDE ITS TAX**

## **IDENTIFICATION NUMBER TO SPONSOR, PLEASE DO NOT ENTER THIS CONTEST.**

**You warrant that in entering the Contest, Entrant has authorized You to act as its agent, that You are acting within the scope of Your employment as an employee, contractor, or agent of Entrant, that Entrant has full knowledge of Your actions and has consented thereto, and that Entrant agrees to satisfy all conditions required to win a prize.** You further warrant that Entrant owns any work product You create as part of the Contest and that Your actions do not violate Entrant's company's policies and procedures.

### **3. How to Enter**

To enter the Contest, You must complete all required fields on the entry form located at <http://www.redhat.com/en/customers/innovation-awards> and provide the following information:

- Entrant's name and address;
- Your name, title, business address, phone number, and email address; and
- Project Leader's\* name, title, business address, phone number, and email address. (\*Note that the "Project Leader" is the person within the Entrant organization who commissioned the project and/or is accountable for the success of the project.)
- A detailed explanation on how Entrant implemented an innovative solution utilizing the Red Hat family of products ("Entry").

**For Entry to be considered eligible, You must submit the Entry during the Term. All Entries must be in English. Entries that are in any other language will not be considered. Subsequent Entries will be disqualified. All Entries become the property of Sponsor. They will not be returned or acknowledged. Entries are void if they are in whole or part illegible, incomplete, deemed as not "innovative" by the Red Hat Customer Reference team, damaged, altered, counterfeit, manipulated, obtained through fraud, lost, late, misdirected, mutilated, submitted in a format other than in the entry form, or for any computer related, online, telephonic, or technical malfunctions that may occur whether or not within Sponsor's control. Entries will also be disqualified if they infringe upon third parties' rights or if they are objectionable, offensive, unlawful, illegal, or contradictory to the spirit of the Contest.**

### **4. Privacy**

You agree that Your personal data that is provided to Red Hat during the Contest, including Your name, mailing address, phone number, and email address, may be processed, stored, and otherwise used for the purposes and within the context of the Contest. The collection, use, and disclosure of Your personal information will at all times be governed by our privacy policy, available at: [www.redhat.com/legal/privacy\\_statement.html](http://www.redhat.com/legal/privacy_statement.html). This data will also be transferred into the United States. By entering, You agree to the transmission, processing, and storage of this personal data in the United States.

For residents of the European Union and Albania:

Pursuant to EU law pertaining to data collection and processing, You are informed that:

- a) The data controller is Red Hat, Inc. and the data recipients are Red Hat, Inc. and its agents;
- b) Your data is collected for purposes of administration of the Red Hat Innovation Awards 2020;
- c) You have a right of access to and withdrawal of Your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, You may write to: Red Hat, Inc. at 100 East Davie Street, Raleigh, North Carolina, 27601, USA.;

d) Your personal data will be transferred to the U.S.

## 5. Sponsor

Red Hat, Inc., located at 100 East Davie Street, Raleigh, North Carolina, 27601, USA, is the Sponsor of the Contest ("Sponsor" or "Red Hat").

## 6. Winner Selection & Judging

Up to five (5) potential winners ("Potential Winners") will be selected based on one (1) round of judging called the "Grand Prize Round." The Grand Prize Round of judging will take place beginning on or about September 23, 2019 and ending on or about October 18, 2019. During the Grand Prize Round, all Entries will be judged by a panel of experts in the field of business and open source technology ("Judges"). Each Entry will be scored based on the following five (5) criteria:

- a) Measurable impact to the organization and their various lines of business, showing the return on investment benefits and metrics of improvements in cost, time, productivity, agility, automation, scalability, and performance.
- b) Data points supporting the organization's IT transformation and modernization, articulating the type of challenge it experienced before and how it's thriving after.
- c) Insight into how the organization is embracing an agile mode of IT, using open source technology, methodology, open source values and initiatives to create a culture that supports collaboration, diversity, and meritocracy.
- d) Insight into how the organization's change and transformation has made a difference in the lives of the users, communities, and even the society it supports.
- e) The uniqueness, innovative originality, and distinct vision for the project.

For each criterion, each Judge will enter a score between one (1) and five (5), and the average score among the Judges will result in the Entry's overall score. The top five Nominees with highest scores (either that scored 25 or closest to 25) will be named as the five (5) Potential Winners. The decisions of the Judges are final.

In the event of a tie, the Entry that received the highest total score from the Judges in their rating of criteria (a) will be selected as a Potential Winner. In the case of a further tie, the Entry that received the highest total score from the Judges in their rating of criteria (b) will be selected as a Potential Winner, and so on through criteria (e). In the case of a tie in the scores of all criteria, the tied Entrants will all be Potential Winners.

We will notify You that the Entrant is a Potential Winner by e-mail on or about October 21, 2019. Before receiving the Grand Prize, You and the Potential Winner must complete the Affidavit of Eligibility, Release of Liability and/or Publicity Release ("Prize Documents"), where lawful. The Prize Documents must be properly executed by You and the Potential Winner and returned within seven (7) days of attempted notification as a condition of receipt of the Grand Prize. If the e-mail notification is returned as undeliverable, rejected, or no response is received within seven days, the Potential Winner will be disqualified and an alternate Potential Winner will be selected based on the criteria for the selection of the Potential Winners described herein.

By agreeing to accept the Grand Prize, described below, each Potential Winner agrees to collaborate with Sponsor to create a customer success story based on the Potential Winner's entry. The completed customer success stories will then be posted online at <http://www.redhat.com/en/customers/innovation-awards> to be judged in a bonus round ("Bonus

Round") of judging, described below. In the Bonus Round, one (1) customer success story will be selected by the public via online voting at <http://www.redhat.com/en/customers/innovation-awards>. The winner in the Bonus Round will be named the "2020 Red Hat Innovator of the Year." No other prizes will be awarded in the Bonus Round.

Potential Winners will also need to make themselves available for videos and photographs, which will be used in event promotional/marketing materials such as – but not limited to – Event banners, videos, and award ceremony materials, no later than March 1, 2020. A Red Hat Marketing Communications Associate will work with You and Entrant to schedule a time for a photographer to take Your picture and interview You on video so Sponsor can showcase Your and Entrant's accomplishments during the Event as well as showcase them on [www.redhat.com](http://www.redhat.com) and [www.youtube.com/redhat](http://www.youtube.com/redhat).

**Honorable Mentions:** After the Potential Winners are selected, Red Hat may designate up to five (5) Entries as "Honorable Mentions." To receive an Honorable Mention, an Entry must: 1) have received one of the top five (5) scores among non-Potential Winners; and 2) must have earned a score within 0.5 points of the lowest-scoring Potential Winner.

**Bonus Round.** The Bonus Round will take place from April 27, 2020 at 9:00 a.m. PT to April 29, 2020 at 11:59 p.m. PT. The Bonus Round will be held among the Potential Winners described above. The Sponsor will create a written and video version of a customer success story from each of the Potential Winner's entries and will post the success story at <http://www.redhat.com/en/customers/innovation-awards> and [www.youtube.com/redhat](http://www.youtube.com/redhat). The success story will then be voted on by the public to be the best story in innovation utilizing Red Hat technology. To be declared the "winner" during the Bonus Round ("Bonus Round Winner"), the success story must receive the most votes. Each voter will be entitled to one electronic vote and will be voting on the creativity and innovation in utilizing Red Hat technology as described in the success story. Any subsequent votes by the same voter will be disqualified.

The customer success story that receives the highest overall score will be selected as the "Red Hat Innovator of the Year." In case there is a tie, all tied submissions will be declared "Innovator of the Year." The "Red Hat Innovator of the Year" will be selected and notified on or about April 30, 2020 and announced at an awards ceremony at the Red Hat Summit in San Francisco, California.

## 7. Grand Prize

Sponsor will award five (5) Grand Prizes to the Potential Winners who have returned the Prize Documents ("Winners"). The Grand Prize shall consist of two (2) complimentary admissions to the 2020 Red Hat Summit in San Francisco, California ("Grand Prize"), which Winner may give to the individuals of its choice. The Grand Prize also includes three (3) complimentary nights of lodging in San Francisco, California during the 2020 Red Hat Summit. **Government agencies are not eligible to receive the Grand Prize. Grand Prize does not include travel to or from the Event, nor does it include non-conference meals.** Grand Prize does include: (i) access to all Red Hat Summit sessions, conference meals, and special events; (ii) an invitation to a VIP Executive reception with Red Hat executives, keynote speakers, and other honored guests; (iii) Innovation Award presentation with a profile of Entrant at the Red Hat Summit general session; and (iv) an opportunity to highlight accomplishments of Entrant and receive recognition for being an innovator and a leader. If Red Hat Summit registration for an attendee has already been paid for, Red Hat will reimburse the Winner up to the Approximate Retail Value ("ARV"), which shall not be greater than \$1,995 USD per attendee.

*If a Winner is unable to have someone attend the Red Hat Summit events, Sponsor may, in its sole*

*discretion, disqualify that Winner and select an alternative Winner. Therefore, please do not enter this Contest if no one will be able to attend on Winner's behalf.*

The Bonus Round Winner will not receive a prize of monetary value. Instead, it may call itself the 2020 "Red Hat Innovator of the Year" based on its selection.

Winners are responsible for any other expenses, including cost to travel to and from the Red Hat Summit, and any other expenses not expressly stated above, including but not limited to ground transportation, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, which are the responsibility solely of the Winner. Winners are also solely responsible for obtaining any Visa or travel documents necessary for attendee to travel into the United States. No prize is redeemable for cash. No prize substitution, cash substitution, or assignment or transfer of any of the prizes is permitted, except by Sponsor for reason of unavailability, in which case a prize of equal or greater value will be awarded. The prize consists of only those items specifically listed as part of the prize. Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. All taxes, costs, and fees associated with the Grand Prize are the sole responsibility of the Winners. LIMIT ONE GRAND PRIZE PER ENTRANT. Odds of winning depend on the number of eligible Entries received and the skill of the Entrants.

**Honorable Mention Prizes** – Each Entry designated as an Honorable Mention will receive the following: a) one (1) complimentary admission to the 2020 Red Hat Summit in San Francisco, California, which Honorable Mention recipient may give to the individual of its choice; b) recognition during Innovation Award presentation; and c) mention within a blog post or press release announcement and/or event signage (“Honorable Mention Prize”). Note that the Honorable Mention prize is limited to what is set forth in the current paragraph. Travel and any other expenses associated with attending the 2020 Red Hat Summit are the sole responsibility of the Honorable Mention recipient. The ARV of the Honorable Mention Prize is \$1,995 USD.

## **8. Condition of Participation**

**If Entrant is a U.S. company and is selected as a Potential Winner of the Contest, it must provide Sponsor with its Tax Identification Number, which will be used for tax reporting purposes only. IF ENTRANT IS NOT WILLING TO PROVIDE ITS TAX IDENTIFICATION NUMBER TO SPONSOR, PLEASE DO NOT ENTER THIS CONTEST.**

By entering the Contest, Entrant agrees to be bound by the terms of these Official Rules and Entrant confirms that it meets all eligibility requirements listed herein. Entrant agrees that all federal, state, provincial and local laws and regulations apply. By registering for the Contest, Entrant agrees that these Official Rules and the decisions of Sponsor are final and binding on all matters pertaining to this Contest.

Acceptance of the prize constitutes permission for, and You and the Potential Winner's consent to, Sponsor and its agencies to use the winning Entries, the Entrant's name, and Your name and/or likeness for advertising and promoting the 2020 Red Hat Innovation Awards in any media now known or hereafter devised, without further notice, compensation, consideration, review, or consent, and without regard to moral rights, unless prohibited by law. To the extent permitted by law, You and Entrant agree to hold Sponsor, its respective directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize. Sponsor is not responsible for any typographical or other

error in the printing of the offer, administration of the Contest, or in the announcement of the prize. If, in Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, or if Sponsor learns that any portion of the Contest is illegal or if Sponsor is ordered to terminate the Contest as a result of a court order or the operation of any law, the Sponsor reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor or its agents. You or Entrant may be prohibited from participating in this Contest if Sponsor, in its sole discretion, reasonably believes that You or Entrant have attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, or annoys, abuses, threatens, or harasses any other participants, Sponsor, or associated agencies.

## **9. Intellectual Property Rights Warranty, Indemnity and License**

By registering for the Contest, You and Entrant warrant and represent that, except for content created by Sponsor in transcribing the answers to the questions during an interview, You and/or Entrant are the sole author and creator of the Entry, the Entry does not violate any applicable law, and that You or Entrant have no reason to believe that the Entry infringes or violate any intellectual property right held by any third party. Entrant further agrees to indemnify and hold harmless Red Hat, its agents, representatives and promotional partners, in the event of a breach of this warranty. In the event that the Entrant is a resident of South Africa, such indemnity will be with the approval of the South African Reserve Bank.

As a condition of entry, You and/or Entrant, as applicable, grants Sponsor and its licensees an irrevocable, royalty-free, and non-exclusive license, for the duration of protection of the rights, to use, reproduce, distribute, translate, publicly perform, publicly display and create a derivative work from the Entry. You and Entrant also waive all moral rights in the Entry to the extent such rights are waivable. You and Entrant also agree to allow Red Hat to publish Your and Entrant's name in correlation with the Entry. In addition, before being declared a Winner, each French Potential Winner must sign an assignment of copyright. All Entrants agree to execute any further documents as necessary to effect the preceding license.

## **10. Release of Liability**

By participating, You and Entrant release Sponsor, its affiliates, parent, and subsidiary companies, its employees, agents and officers, advertising and promotion agencies, licensees, as well as all others associated with the development and execution of this Contest, from and against any and all liability with respect to or in any way arising from the Contest and the awarding and use of the prize, or in connection with the use, modification, or publication of the Entry. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms.

## **11. Governing Law**

This Contest is subject to all United States federal, state and local laws. This Contest and Official Rules are governed and interpreted by the laws of the State of North Carolina, without regard to its conflict of law provisions.

## **12. Official Rules/Winners List**

The Official Rules, the names of the Winners and the success stories created by the Sponsor will be

posted online at <http://www.redhat.com/en/customers/innovation-awards> on or about April 27, 2020.