Canonical

Ubuntu CloudNative Days Tokyo Raffle, 8-9 September, 2020 Terms and Conditions

Entry

- 1. The **CloudNative Days Tokyo Raffle** competition (the "**Competition**") is open worldwide to all, aged 18 years or over, except employees of Canonical, their families, agents or any third party directly associated with administration of the Competition.
- 2. By entering the Competition, you agree to be bound by the Terms and Conditions. Any entries not complying with the Terms and Conditions will not be valid.
- 3. The Competition is free to enter and no purchase is necessary.
- 4. You enter into the Competition by visiting <u>https://jp.ubuntu.com/cloudnativedasytokyo2020</u> and filling out your personal details in the relevant participation form. Only one Competition Entry per person will be permitted.
- 5. The Competition will open on September 8th at 12:00 JST and close on September 9th at 19:30 JST.

Winner notification

- 6. The winners of the Competition will be chosen at random by Canonical from all Competition entrants by way of a draw.
- 7. The winners of the Competition will be notified by email on or after September 10th by Canonical.
- 8. The winners will be asked to respond to Canonical privately by providing mailing address and instructions on how to receive the prize. Failure to respond within 72 hours may result in a winner being withdrawn from the Competition and forfeiting their prize.
- 9. It is the winner's responsibility to ensure that the correct name and contact details are provided to Canonical. Canonical accepts no responsibility for a prize sent to an incorrect address (where the details are consistent with what has been advised to Canonical).

Prize:

10. The 20 winners of the Competition will each receive one Ubuntu 20.04 Focal Fossa T-shirt from Canonical. Prizes will be allocated randomly.

11. The prize is non-exchangeable, non-transferable and no cash alternative is offered. The prize is subject to availability and legal compliance. Should Canonical not be able to provide the aforementioned prizes, Canonical will use reasonable endeavours to offer an alternative prize of similar price or specification. If Canonical offers an alternative prize, but it is not accepted, then the winner agrees to forfeit the prize.

Privacy

12. By entering into the Competition you agree to the collection, use and processing of your personal data by Canonical, its group companies and other third parties for the purposes of administering the Competition, for fulfilment, delivery and arrangement of the prize and for contacting you in relation to Canonical products and services in accordance with the terms of Canonical's <u>privacy notice</u> and <u>privacy policy</u>.

General

- 13. By entering the Competition, you represent and warrant that you will only provide your own contact details as part of the Competition Entry; will not violate or infringe a third party's intellectual property or other rights or any applicable law or regulation; and will not violate any contractual or legal obligation or be restricted or prohibited by law and will be compliant with the age and territorial restrictions set out in clause 1.
- 14. You may not use robots or other technological or automated means to enter the Competition. Canonical may suspend the Competition if, or disqualify participants who, engage in fraud or otherwise violate the terms of the Competition. Canonical accepts no responsibility for Competition Entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.
- 15. The decision of Canonical regarding any aspect of the Competition including the winners is final and binding.
- 16. Participants are deemed to have accepted and agree to be bound by the Terms and Conditions upon entry of the Competition. Canonical reserves the right to refuse entry, or refuse to award the prize to anyone in breach of the Terms and Conditions.
- 17. Canonical reserves the right to hold void, cancel, suspend the Competition, or amend the Terms and Conditions at any time.
- 18. Insofar as is permitted by law, Canonical or its group companies will not in any circumstances be responsible or liable to compensate any winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Competition or the acceptance of any prize, except where it is caused by the negligence of Canonical or its group companies. Your statutory rights are not affected.

19. The Terms and Conditions and participation in the Competition are governed by English law and entrants submit to the exclusive jurisdiction of the English courts.

Canonical Group Limited of 5th Floor Blue Fin Building, 110 Southwark Street, London, SE1 0SU 08/2020