

Stump the Experts

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANGES OF WINNING, VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. <u>Sponsor</u>. This promotion is sponsored by Keysight Technologies, Inc. and its subsidiaries at 1400 Fountaingrove Parkway, Santa Rosa, CA USA 95403 ("Keysight").
- Promotion Period. This promotion begins on March 8th, 2021 at 12:00 Noon Pacific Time and ends on April 30th, 2021 at 12:00 Noon Pacific Time ("Promotion Period"), before which all entries must be received.
- 3. Promotion Description/Eligibility. No purchase necessary. This promotion is limited to specific countries and is only open to entrants aged 18 years or older (if in the United States: 19 years for Alabama and 21 years for Mississippi) at the time of submission who are legal residents of, and physically located within, Austria, Australia, Belgium, Canada (excluding the Province of Quebec), Chile, China*, Czech Republic, Denmark, Finland, France, Germany, India, Ireland, Japan, Korea* Republic of, Malaysia, Netherlands, Poland, Puerto Rico, Romania, Singapore, Spain, Switzerland, Taiwan, China, Thailand, Hong Kong, China, United States (excluding Arizona), and Venezuela. Government agencies and institutions (including public universities), and their employees, are not eligible to participate or receive prizes, nor are individuals who appear on the U.S. Government Department of Treasury's Specially Designated Nationals List and all lists designated by Department of Commerce, Bureau of Industry and Security ("BIS"). Employees of Keysight Technologies, Inc., its affiliates, and subsidiaries, and Keysight business partners including sales, rental and solution partners, and agents, and immediate family members of each, are not eligible. This promotion is void where prohibited by law.
- 4. <u>How to Enter</u>. Visit <u>http://www.Keysight.com/find/stumptheexperts</u> during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of Keysight and will not be acknowledged or returned. Multiple entries are permitted, however incomplete and/or incoherent entries are void and no mechanically reproduced, software-generated or other automated multiple entries are permitted. Keysight, in its sole, reasonable discretion, reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of this promotion.
- Data Privacy. By participating in this promotion, you are providing Keysight with your personal data. For more information on how we use your personal data, and the choices you have, please review Keysight's Privacy Statement which can be found at <u>www.Keysight.com/go/privacy</u>.
- 6. **<u>Prize Description</u>**. There will be six prize winners. The prizes are:



- Three Grand Prizes of 3 hours of consulting time with a Keysight expert, approximate retail value of one Grand Prize is \$1,200.
- Three Runner-up Prizes of 1 hour of consulting time with a Keysight expert, approximate retail value of one Runner-up Prize is \$400.
- The total approximate retail value of all prizes is \$4,800 US. Keysight reserves the right to substitute a prize of equal or greater value in the event that the stated prize becomes unavailable. The prize is good for one year from April 30th, 2021 through April 29th, 2022. Prize is non-transferable.
- 7. <u>Taxes</u>. All federal, state and/or local income and other taxes and duties, if any, are the winner's sole responsibility.
- 8. **Odds of Winning**. The odds of winning this promotion depend on the number of eligible entries received.
- <u>Winner Selection</u>. A panel of judges selected by Keysight will select the two best entries based on the criteria listed below. The decisions of the panel of judges are final and binding. Judging will take place on or about April 30th, 2021.

Judging criteria:

- Applicability to 5G ecosystem 25%
- Educational Value to other 5G engineers 25%
- Innovation 25%
- Creativity of the video 25%
- 10. <u>Winner Notification</u>. Any potential winner will be notified by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within fourteen days from the date that Keysight first tries to notify him/her, and/or the prize or prize notification is returned as undeliverable and/or the potential winner declines the prize, such potential winner forfeits all rights to win the promotion or receive the prize, and an alternate potential winner will be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the promotion, including without limitation, where permitted by law, the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared a "winner" of the promotion. Keysight assumes no responsibility for lost, late, or misdirected communications or any computer, online, telephone, or technical malfunctions that may occur. No substitution, transfer, or assignment of the prize is permitted, except that Keysight reserves the right to substitute a prize of equivalent value in the event the offered prize is unavailable. Prize is not redeemable for cash.
- 11. <u>General Conditions</u>. Entrants fully release LinkedIn, Facebook, Twitter and other social platforms from the Promotion. Entrants acknowledge that the promotion is in no way sponsored, endorsed, administered by or associated with these social platforms. Entrants agree to abide by the terms of these official rules and by the decisions of Keysight, which are final and binding on all matters pertaining to this promotion. This promotion is governed by the laws of the State of California and the United States. All federal, state, and local laws and regulations apply. As a condition of entering this program, each entrant agrees that: (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other



damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the program or any prize awarded shall be resolved individually, without resort to any form of class action. Keysight takes no position on whether the selected entrant's acceptance of the prize is in compliance with entrant's employer's policies or other guidelines, rules, laws, or regulations to which the selected entrant may be subject. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO KEYSIGHT OR THE PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, KEYSIGHT RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

Winner may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release, and an IRS W-9 or W-8 form (i.e. Request for Taxpayer Identification Number and Certification) within 10 days of receipt of such documentation from Keysight. Failure to return all required documents in this time period may result in the potential winner being disqualified and an alternate winner selected.

Keysight reserves the right to modify, suspend or terminate the program in the event that it becomes necessary due to circumstances beyond Keysight's Control. In the event the program is terminated early, winners will be selected from all eligible entries received at the time of termination.

- 12. Limitation of Liability. By entering, winners and entrants (and the parent or legal guardian thereof if a Winner or Entrant is deemed a minor in his/her state of residence) release, hold harmless and indemnify Keysight and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents (collectively, "Released Parties") from and against any claims made by any winners and entrants or any other third parties related in any way to the operation of this program, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this program or any related activity. Winners and entrants (and the parent or legal guardian thereof if the winner or entrant is deemed a minor in his/her state of residence) assumes all liability for any injury or damage caused or claimed to be caused, by participation in this program or acceptance, use or redemption of any prize.
- 13. <u>Unseen Circumstances</u>. If for any reason the Internet portion of the promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, printing and typographical errors, or any other causes beyond the control of Keysight or its third-party providers that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Keysight reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion, or to disqualify any individual who tampers with the entry process. Keysight assumes no responsibility for any error, omission, interruption, deletion, defect, printing and typographical errors, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access to, or alteration of, entries. Keysight is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any mail (including FEDEX, etc.) and e-mail or entry to be



received by Keysight on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this promotion.

14. <u>Submitted Content and Release</u>. Keysight does not guarantee any confidentiality with respect to any Content entrants submit through this promotion. "Content" includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials entrants submit to Keysight through this promotion. The entrants submitting each entry affirm, represent, and warrant that they own all rights in the entry and its Content and hereby grant Keysight and it corporate affiliates a perpetual, world-wide, royalty-free, transferrable, sublicensable license to the Content under any intellectual property rights protecting the Content, including patents and copyrights. The license includes the right to copy, distribute, make derivative works, publicly display, make, have made, sell, offer for sale, import, and practice methods. Entrants shall be solely responsible for the Content and the consequences of submitting the Content to Keysight through this promotion, including that which may result from later publication of the Content by Keysight. Entrants further agree that Content submitted to Keysight does not contain any third party owned Content, including copyrighted material, or material that is subject to other third-party proprietary rights.

By entering, entrant agrees, except where prohibited by law, to Keysight's use of their name, pictures/portraits, likeness and/or voices in any advertising and publicity Keysight, and its successors, assigns and licensees may conduct relating to the program in any media or format, whether now known or hereafter developed, including but not limited to the internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Keysight from any liability with respect thereto. To the extent such information qualifies as personal data, it will be processed as set forth in Keysight's Privacy Statement which can be found at www.Keysight.com/go/privacy, except that Keysight may disclose personal data publicity for the purposes of publicity associated with this promotion.

 Winners List; Official Rules. For a list of winners or a copy of these official rules, send a self-addressed stamped envelope to Keysight Technologies, Inc., 1400 Fountaingrove Parkway, Santa Rosa, CA 95403, Attn: Promotion Contact Person. Requests received after October 29th, 2021 (six months after the promotion ends) will not be fulfilled.

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* Taiwan, China and Hong Kong, China are broken out individually.