

---

# Terms and Conditions

## VMworld ticket giveaway by Veeam

### ("Contest")

The promoter for the Promotion is Veeam Software Group GmbH ("Veeam"), a company registered in Switzerland, whose registered office is at Linden Park, Lindenstr. 16, Baar, CH-6340.

Entry into the Promotion is subject to these terms and conditions which are agreed to and accepted by the individual (the "Entrant") when an entry is submitted to Veeam.

#### **ELIGIBILITY**

Contest is open to individuals who are 21 years or older at the time of entry, if the Entrant legally reside in North America and LATAM. This Promotion is **not** open to residents of any country with which the United States may prohibit export transactions.

The Promotion is not open to employees or family members of employees of Veeam, its entities, or to anyone else associated directly or indirectly with the same and otherwise with administration of the Promotion.

Entrants must ensure they have the prior permission of their employer to enter the Promotion before submitting an entry. Government or public authority employees are not permitted to enter.

Entrants shall not enter the Promotion where they are prohibited from doing so by their employer or are otherwise restricted by the law of the country in which they reside.

By entering the Promotion, Entrants confirm that they comply with the eligibility criteria of their company and country.

Veeam reserves the right to refuse any entry or refuse to award the Prize to anyone which it in its sole discretion deems to in breach of these terms and conditions.

You agree that Veeam shall have the right to use your name, biographical information (such as age, occupation, and town of residence), photograph, image, likeness and statements relating to the contest prize for advertising, publicity and marketing purposes without additional compensation or prior notice.

You may not make any public statements or release any other information relating to the contest prize to the media without Veeam's prior written approval. Events may occur that make the awarding of the Prize impractical or inappropriate due to unforeseen circumstances or reasons beyond the control of Veeam or for Veeam business reasons. In this situation, Veeam may vary or amend the Prize to provide a reasonable alternative and you agree that no liability shall attach to Veeam or parties connected to Veeam.

#### **PROMOTION**

The Promotion is free of charge and no purchase is necessary.

To enter the Promotion, complete the registration form on this website: <https://www.veeam.com/vmworld/tickets>. Complete event details can be viewed [HERE](#).

Veeam requires that you review and agree to the following terms and conditions before Veeam awards the Prize.

## **PUBLICITY AND DATA PROTECTION**

Entrants can read more about the Veeam privacy policy which can be found [https://www.veeam.com/privacy\\_policy.html](https://www.veeam.com/privacy_policy.html)

By entering, Entrants agree that Veeam shall have the right to:

- the collection, retention and use of their personal data to the extent necessary to process and contact the Entrant about the Promotion;
- to the extent the Entrant has given its consent – use the Entrant’s personal data without additional compensation or prior notice for advertising, publicity and marketing purposes in connection to the Promotion;
- to the extent the Entrant has given its consent – (i) use the Entrant’s personal data; or (ii) disclose the Entrant’s personal data to its group companies so that they may use it; to market products, newsletters and services to the Entrant.

**If you do not want us to use your personal data to contact you with information about goods and services, please mention this in your email containing the link to your blog post.**

Entrants shall not make any public statements or release any other information related to the Promotion to the media without Veeam’s prior written approval.

## **THE PRIZE**

The winner of the Prize will be chosen randomly at Veeam’s sole discretion.

The Prize awarded shall consist of following items:

One (1) full conference pass to VMworld US taking place in San Francisco, USA, August 25-29, 2019.

Prizes will be awarded to each of three (3) winners.

**NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE.** Your chances of winning without making a purchase are the same as the chances of someone who makes a purchase.

The Contest commences 11:59:59 p.m. UTC on July 16th, 2019 and ends 11:59:59 p.m. UTC on August 19th, 2019 (the “Promotion Period”). During the Promotion Period: complete an official entry form in the manner(s) listed below. All entries must be received by 11:59:59 p.m. UTC on August 19th, 2019. No exceptions.

Veeam is not responsible for entries which are lost or delayed. Furthermore, Veeam reserves the right to reject entries which are, in its sole opinion, not eligible, incomplete, illegible or corrupted.

Winners will be announced during the period July 22<sup>nd</sup> – August 22<sup>nd</sup>, 2019.

The winner will be notified by email. The winner must accept the Prize within forty-eight (48) hours of notification. If the winner does not accept the Prize within 2 days of notification the winner will automatically forfeit the prize and Veeam will re-draw, and so on until a winner is confirmed. Veeam is not responsible for the redirection of email per the individuals’ respective company or personal firewall, email server(s), etc.

The prize is non-exchangeable, non-transferable, and is not redeemable for cash or any other prize.

The Prize does not include any associated costs including but not limited to expenses, insurance, travel, food or additional accommodation costs unless otherwise specified above.

Where the Prize is an activity provided by a third party (e.g. a holiday), the Entrant must enter into a respective contract with such third-party provider based on its respective terms and conditions in order to redeem the Prize. Veeam only procures and assumes the costs for such contract between the Entrant and the third party provider, but is no party to such contract. The Entrant will be a direct customer of the third-party provider who will be responsible for the provision of the activity

under such contract.

In the event that Veeam (having used its reasonable endeavors to do so) is unable to contact a winner and deliver the Prize within 2 days after a draw, then Veeam reserves the sole right to select another winner.

By accepting the Prize, you acknowledge and accept that you are not obligated whatsoever to purchase or recommend any products from Veeam. Your chances of winning without making a purchase are the same as the chances of someone who makes a purchase.

Any valuation of the Prizes stated above is based on available information provided to Veeam. You acknowledge and accept that the Prize is valued at the equivalent of approximately \$1,475 (USD) and you may be required to pay taxes or other charges for receiving the Prize in accordance with the laws and regulations of the country in which you are considered to be a resident or domiciled. You must contact your own tax advisor for any questions concerning taxes, Veeam cannot provide tax advice.

The Prize is non-transferable, non-exchangeable and there are no cash or credit alternatives available.

Veeam accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the contest or accepting the prize.

## **GENERAL TERMS AND CONDITIONS**

Any liability of Veeam, its legal representatives and agents and assistants for damages—irrespective of the legal grounds – shall be excluded.

The exclusions and limitations of liability in the foregoing clauses above shall not apply to damage claims under mandatory product liability laws that do not depend on culpable acts or omissions. A liability agreed for a contract breach irrespective of whether it was culpably caused (e.g. guarantee) shall be solely subject to the respective agreement.

Any activity provided by a third party as a Prize shall be subject to terms between the participant and third-party provider. The Entrant agrees to comply with those terms and Veeam shall not be responsible to the Entrant in relation to those terms.

Veeam reserves the right from time to time to alter these terms and conditions for future Promotions at its sole discretion and at any time.

## Consent wording for online registration form:

By checking this box and submitting this contest entry, I acknowledge that I have read and understand and accept the terms and conditions of this Promotion and am in complete compliance. Veeam in no way is liable for any misrepresentations of the Entrant.

## Consent to publish

- I hereby further give my consent that, in case I should win promotion, Veeam discloses – without compensation – my name, my country of residence, the fact that I am the winner and the prize I have won to other participants and to the public, particularly by publication on its website.  
*If box is not checked, entry shall be null and void.*

Consent to receive marketing communication

By clicking on the button 'participate' I further give my consent that Veeam uses my personal data collected in connection with the Promotion to contact me via:

- email; and/or  
 telephone;

to inform me of new developments and other interesting topics in the field of backup, disaster recovery and virtualization management as well as the respective software solutions and ancillary services they provide.

Your consent in the use of your personal data for marketing purposes is no prerequisite to participate in the Promotion. You may withdraw your consent at any time with effect for the future. You may retrieve the wording of your consent at any time.

## Please note:

- An online consent must be technically protocolled.
- The check box consent to be published as a winner must not be pre-ticked.
- The email / phone check boxes must never be pre-ticked.
- There is a risk that a recipient of a marketing email alleges that somebody else has registered with its email address.
- Veeam would then have the burden to prove that indeed the recipient has consented in receiving marketing communication at its email address.
- We therefore recommend and it is best practice to use a double opt-in procedure for the registration. I.e. following the registration, one single email with a confirmation link is sent to the registered email address. No marketing communication is sent to the email address before the confirmation link is clicked. The double opt-in process should further be technically protocolled.
- The double opt-in cannot ultimately exclude all risks for Veeam, as the recipient could e.g. still allege that its email account was hacked. However, the remaining risks are very low in practice from our experience.
- The same risk for Veeam generally exists in relation to a telephone marketing consent that it may obtain. The safest way to minimize that risk would be a comparable double opt-in procedure (e.g. via a verification call). However, such a procedure is not market standard in Germany.