

## **NetApp Promotion – The Predictor: Road to Silverstone by NetApp and Aston Martin Aramco Cognizant Formula One™ Team 2022 Competition**

1. NetApp, The Predictor: Road to Silverstone by NetApp and Aston Martin Aramco Cognizant Formula One™ Team 2022 Competition (hereafter referred to as the “Competition”) is promoted by NetApp, registered address 3060 Olsen Drive, San Jose, California, 95128, United States (hereafter referred to as the “Promoter”).

### **Eligibility**

2. The Competition is open to residents across all countries; who have either been asked to enter the Competition or have seen an advert which invites them to enter the Competition, aged 18 years or over, excluding employees and their immediate families (defined as parents, siblings, children & spouse regardless of where they live) of NetApp (the campaign sponsor), their affiliated companies, their agents, AMR GP Limited or anyone professionally connected with the Competition. Notwithstanding the previous sentence, persons shall not be eligible to enter from the following countries or states: Abu Dhabi, Chile, Columbia, Italy, Quebec, Russia or any other country or state featuring on a sanctions list.
  - 2a. To register for the competition participants will be required to login to their personal LinkedIn account.
3. The Competition opens on 08/05/2022 at 00:01 and closes 19/06/2022 at 00:01 (the “Competition Period”). Any entries posted or submitted before or after the Competition Period will not be considered.
  - 3a. As per the entry process (.6) below, entries are submitted on a per ‘Race’ basis, with a Race determined by the Promoter, with the entry window for each round closing at 11.59pm (UK Time/BST) the day before that ‘Race’. E.g. Predictions for Race 1 in Miami, must be entered by 11.59pm on 7<sup>th</sup> May 2022 to qualify for entry for Race 1.
4. Any changes in the Participant's job, role, company (including a direct or indirect change in ownership of that company) or country may impact on the Participant's eligibility to continue to participate in the Competition.
5. Any Claims made by a Participant after they cease to be eligible under these Terms & Conditions shall be null and void and no Prizes shall be due or owing to any such Participant pursuant to this Competition.

### **Entry Process**

6. In order to qualify for the Competition participants must enter their race predictions for the defined races. They will login to their account using their Username and Password and submit their predictions via the Competition website ([www.the-predictor.com](http://www.the-predictor.com)) for each race individually.
  - 6a. Race Predictions can only be entered for the race open on the date they visit the site. Predictions for races that have already passed will be automatically closed and cannot be entered retrospectively.
  - 6c. Should any of the races be cancelled then any score predictions will not count.
7. Entrants can enter the Competition only once, each race.
8. Incomplete, incorrect, or otherwise invalid entries will not be considered.
9. The Promoter reserves the right to verify the eligibility of all participants.

10. The Promoter reserves the right to disqualify any entries and remove them immediately if the Promoter considers such entries to be in bad faith, fraudulent, illegal or showing any illegal, immoral, lewd or disrespectful behaviour.
11. The Promoter reserves the right to exclude participants and withhold the prize for violation of any of these Terms and Conditions.
12. The decision of the Promoter is final and no correspondence will be entered into.
13. No responsibility can be accepted for any entries that are delayed, corrupted, damaged, incomplete or otherwise invalid or if entry was not possible due to technical difficulties.

### **Prizes**

14. Across the Competition Period there will be 13 winners in total (1 winner for the grand prize - An exclusive NetApp Silverstone guest experience at for two people on Sunday 3<sup>rd</sup> July 2022). The other 12 runners up on the leader board will receive one item of Aston Martin Aramco Cognizant Formula One™ Team merchandise. There will be 5 branded caps (hats), 4 branded journals (notebooks) and 3 model replica cars available and will be chosen at random. Winners will be selected based on the top scoring 13 participants (see section 23. for details). Winners be announced once the competition is over.
15. The winners will be contacted no later than Friday 24<sup>th</sup> June 2022 with details on claiming their prize. There is no cash alternative to this prize. The prize is also non-transferable.
16. In the event of unforeseen circumstances, the Promoters reserve the right to offer an alternative prize of equal or greater value should the original prize become unavailable.
17. Prizes remain the sole property of the Participant and cannot be transferred (in whole or in part), to any other Participant. Prizes may not be bartered or sold or combined or exchanged with any other promotion.
18. Due to the current situation surrounding COVID-19, there may be a delay sending out the prizes to the winner. The Promoters will work to provide the prizes within a reasonable time period, but by accepting these terms and conditions participants confirm they understand that this could be delayed.
19. The winners of the NetApp Silverstone guest experience shall be expected to follow all rules and regulations (including, without limitation, all COVID-19 rules, and any health and safety rules and applicable third party rules, regulations and terms) whilst in attendance. Failure to comply with any such rules and regulations may result in the winner and/or guests being removed from the event and/or being ineligible to participate.

### **Winner selection**

20. The winners of the competition will be the 13 top scoring participants. The top 13 scores i.e. the highest cumulative score total at the end of the competition period will be the winners. Should there be more than 13 people with the same score totals, winners from this larger grouping will be randomly selected.
21. Point scoring / leader board methodology: Upon registration to the competition, participants score predictions for each race will be scored as follows.

- (a) For each driver who finishes in the exact podium position the participant predicts, they will receive 3 points.
  - (b) If the participant selects a driver who finishes on the podium, but not in the exact position they predicted, they will receive 1 point
  - (c) If the participant correctly predicts the team that achieve the fastest lap of the race, they will receive 1 point.
22. Upon entry you acknowledge that the Username you create will be displayed on a Leader Board which will be published on the site.
23. Each winner will be contacted directly by the date listed in clause 15 of these terms and conditions.
24. The winner will be contacted via Email by NetApp's team and will have until 00:00 on 1<sup>st</sup> July 2022 to acknowledge the prize or reserve the right to choose another winner. Entrants must ensure that they check their spam/bulk/junk folders and ensure the relevant account remains active in order to avoid missing the notification as the Promoter shall not be liable in the event that any notification is not received by the winning entrant in such circumstances.
25. If it transpires a winner has not met the eligibility criteria or has not responded to the email outlined in 24 above by the deadline, a new winner will be selected from the remaining eligible qualifying entries.

#### **Privacy and Data Protection**

26. Any personal data relating to participants will be used in accordance with all relevant Data Protection legislation (including the EU General Data Regulation) and will only be disclosed to third parties to fulfil requirements of the Competition and further promotion.

#### **Licences**

27. By participating in this Competition, the winners agree to participate in any reasonable marketing and promotional activities required by the Promoter.
28. By participating in this Competition, the participants agree to give NetApp, its affiliates and trusted third parties, a non-exclusive licence to use the participants entry and photographs for marketing and advertising purposes.

#### **Termination or Changes to the Competition**

29. The Promoter reserves the right to cancel the Competition or amend these Terms and Conditions at any time without prior notice. Any amendment to the Terms and Conditions will be posted on the Competition website.
30. The competition is dependent on the Formula 1™ 2022 championship proceeding as planned and every race being run as planned. Any races that do not take place due to COVID-19 or otherwise, will be excluded from the total score calculation when identifying the winner.

#### **Responsibilities**

31. NetApp and its agents, sub-contractors and distributors shall not be liable or responsible where the performance or prompt performance of its obligations is prevented or affected by any event beyond its reasonable control including, but not

limited to, acts or omissions of Participants, third parties, industrial disputes, hostilities, political unrest, internet problems, telecommunications problems, computer problems or natural disasters.

32. NetApp and its agents, sub-contractors and distributors shall not be liable or responsible for any consequential, indirect and/or special losses or damages that may be suffered or incurred in relation to the Competition and/or these Terms & Conditions.

### **Proprietary Rights to Content**

33. The design and content of the Competition, the-predictor.com microsite, any related materials, services and software (including but not limited to text, sound, photographs, graphics or other material continued in any Competition communications, advertisements or messages, whether by, NetApp or advertisers or partners are protected by copyrights, trademarks, service marks, patents and/or other intellectual property rights and laws and are owned by NetApp and/or NetApp licensors and their use is permitted only as expressly authorised in writing NetApp or as required by law.

### **Severability**

34. Should one or more provisions of these Terms and Conditions be or become wholly or partly ineffective this shall not affect the validity of the remaining provisions. The wholly or partly ineffective provision shall be replaced by a provision that best meets the economic purpose of the invalid provision.

### **General**

35. NetApp shall be entitled to have an agent or contractor carry out all or part of the Competition process on its behalf.
36. NetApp reserves the right, subject to applicable laws, to disclose to relevant third parties information that Participants have provided, or information that NetApp has obtained regarding Participants' account:
- (a) to agents of NetApp or its group companies and/or affiliates, including but not limited to independent auditors, consultants or attorneys, sub-contractors and those working for or on behalf of NetApp;
  - (b) in order to comply with any applicable law, government authority or court orders or requests;
  - (c) to facilitate the administration, monitoring and implementation of the Competition;
  - (d) for the internal purposes of NetApp business (including but not limited to assessing and monitoring the Competition and the way and manner in which Participants participate in the Competition and identifying or detecting any misuse of the Competition or breaches of its terms and conditions).
37. No purchase is necessary to enter this competition.

### **Liability**

38. So far as is permitted by law and subject to 40, the Promoter, AMR GP Limited

and its associated companies and agents exclude responsibility and all liabilities arising from:

- (a) any postponement or cancellation of the Competition;
- (b) any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient), or use of the Prize;
- (c) entries that are submitted from jurisdictions in which this Competition is rendered unlawful; and
- (d) any act or default of any third party,

which are beyond the Promoter's reasonable control.

- 39. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind (including unavailability of email providers or any social network), which may restrict or delay the sending, receipt or processing of your entry or for entries which are lost, damaged, delayed or unreadable except as a result of the Promoter's negligence. Entries must not be sent in through agents or third parties. Incomplete entries, and entries which do not satisfy the requirements of these Terms and Conditions, will be disqualified and will not be counted.
- 40. Nothing in these Terms and Conditions in any way limit the Promoter (or any other person or organisation's) liability for (i) fraud, or (ii) death or personal injury caused by negligence.
- 41. You agree to indemnify the Promoter in respect of third party claims arising out of or in connection with any breach by you of these Prize Draw Terms and Conditions.
- 42. AMR GP Limited and its affiliates shall not be liable under any circumstances, the Promoter shall be solely responsible (subject to 26 to 28) for any liability incurred as a result of the Competition.