



## AVEPOINT SWEEPSTAKES 2019

Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Eligibility:** The AvePoint Sweepstakes 2019 (the "Sweepstakes") is open only to registered attendees of Microsoft Ignite 2019 taking place between November 4 and November 7 at the Orange County Convention Center, Orlando, FL, who are at least eighteen (18) years old at the time of entry. AvePoint Community Champions, employees of Sponsor as well as any Microsoft Ignite sponsors and exhibitors, their subsidiaries and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all of the requirements set forth herein.

2. **Sponsor:** AvePoint, Inc., 525 Washington Blvd., Suite 1400, Jersey City, NJ 07310 ("Sponsor" or "AvePoint"). AvePoint is a global leader in infrastructure management software solutions for the Microsoft SharePoint platform. AvePoint specializes in comprehensive data protection, disaster recovery, replication, migration, administration, archiving and compliance solutions for all Microsoft SharePoint Products and Technologies and sells such products exclusively to business clientele, government organizations and non-profit entities.

3. **Timing:** The Sweepstakes begins on November 4, 2019 at 9:00 a.m. Eastern Standard Time ("EST") and ends November 7, 2019 at 3:40 p.m. EST (the "Promotion Period"). The winner will be chosen by drawing. The drawing will be held at 3:45 p.m. EST on November 7, 2019 in front of the AvePoint booth number 913 at the Microsoft Ignite 2019. Participants must be in attendance at the drawing to be qualified to win and must present the winning raffle ticket to Sponsor at the time of drawing.

4. **How to Enter:** Registered attendees are eligible to enter by visiting AvePoint Booth number 913 and communicating a willingness to participate in the Sweepstakes to an authorized representative of Sponsor. To qualify for a prize, registered attendees must have their event badge scanned to receive a raffle ticket and is required to drop the perforated side of the raffle ticket in the designated container at the Sponsor's booth before the end of the Promotion Period. The prize is not redeemable in cash and must be accepted as awarded.

5. **Drawing:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on November 7, 2019 at 3:45 p.m. At the time of Prize Drawing, the winner will be announced and given an opportunity to come forward. If the announced winner does not step forward and present the winning raffle ticket to Sponsor, that winner will be disqualified and, at Sponsor's sole discretion at the time of drawing, a new winner will be chosen. The potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the Prize will remain un-awarded.

6. **Prize:** ONE 2019 Ducati Monster 797. Approximate Retail Value: \$9,295.00. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

7. The potential winner may be required to show proof of identity before being awarded the Prize. The winner will be responsible for all applicable taxes, title, licensing, fees and shipping costs. AvePoint will cover \$500 USD of the cost associated with shipping the Prize to the Winner. The winner will be asked to complete IRS form W-9 or W-8BEN prior to the release of a prize and will be provided with the record stating its value. If needed, Sponsor will assist winner in processing paperwork for transferring ownership of the prize. All arrangements must be finalized within thirty (30) days from the drawing date.

8. **Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, and its respective subsidiaries, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined

by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in a future sweepstakes by Sponsor.

12. Disputes: Except where prohibited, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13. Data Privacy: By submitting your contact details to AvePoint, you will be providing consent to receive e-mail marketing messages from AvePoint unless you have indicated an objection to receiving such messages. You also agree that AvePoint may transfer your personal data for these purposes to other AvePoint group companies. You agree to being contacted by e-mail and telephone for the aforementioned purposes. You can withdraw your consent at any time by clicking "Unsubscribe" in any marketing e-mail received from AvePoint or via the e-mail address mentioned below. Details of personal data stored at AvePoint are available on request during normal working hours by e-mailing [Please add relevant Marketing email address] and corrections, deletions or blocking of personal data can be requested. To view AvePoint's Privacy Policy please visit <https://www.avepoint.com/company/privacy-policy> or contact [privacy@avepoint.com](mailto:privacy@avepoint.com) for more information.