

# EMC WORLD 2016 #DOJOSNAKE DAILY HIGH SCORE CONTEST

## OFFICIAL RULES

**TRADE PROMOTION – NOT OPEN TO THE GENERAL PUBLIC. NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING. CONTEST IS OPEN TO INDIVIDUALS ATTENDING EMC WORLD 2016. VOID IN AND TO RESIDENTS OF PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN DISTRICT OF COLUMBIA), QUEBEC, PERU, CHILE, ARGENTINA AND ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION.**

**IF YOUR COMPANY POLICIES OR APPLICABLE LAW PROHIBIT YOU FROM ACCEPTING THE PRIZE, YOU ARE INELIGIBLE TO ENTER. EMPLOYEES OR OFFICIALS OF ANY GOVERNMENT, GOVERNMENT-AFFILIATED COMPANY OR ORGANIZATION, AND EMPLOYEES OF EMC CORPORATION AND ITS AFFILIATES ARE ALSO INELIGIBLE.**

Winners are selected daily May 2-4, 2016 according to that day's high scores for games played (each, a "Game"). To enter in a daily contest, Games must be completed and scores Tweeted during the Entry Periods listed below. Entrants must also follow @EMCDojo during the Event. All times are Pacific Time ("PT"). First Place winners will pick one of the prizes not chosen by previous day's First Place winner(s): an Amazon Echo (ARV \$180), an NVIDIA Shield + Remote (ARV \$250), and a Nest (ARV \$250). Each Second Place winner will receive an Exploding Kittens Card Game (ARV \$20 each) and Star Wars: The Force Awakens Blu-Ray/DVD (ARV \$20); each Third Place winner will receive a Tile tracker (ARV \$20). Total ARV of all prizes is \$860. You can enter multiple times each day. YOU CAN ONLY WIN ONE PRIZE. THIS CONTEST IS NOT ASSOCIATED WITH ANY PRIZE MANUFACTURER. Official Rules for the contest are posted at <http://dojo-snake.pcf.beta.virtustream.com/rules.pdf>.

EMC WORLD 2016 #DOJOSNAKE DAILY HIGH SCORE CONTEST ("Contest") is governed by these rules ("Rules"). Each participant who enters and who meets the requirements described herein is a "Participant" or "Entrant." The administrator and sponsor of this Contest ("Administrator") is EMC Corporation, 176 South St., Hopkinton, Massachusetts 01748, U.S.A.

1. **ELIGIBILITY:** This Contest is only open to individuals who can prove to Administrator's satisfaction that they: [1] reached 21-years or more by the date the Event begins; [2] do not reside in an Excluded Territory (defined below); [3] accurately completed and submitted the registration ("Registration") for and are attending EMC World 2016 in Las Vegas, Nevada during May 2-4, 2016 ("Event"); and [4] have a personal Twitter account.

Employees, staff, independent contractors, officers, directors, shareholders, members, managers, agents, assigns or other representatives of Administrator, of each of its respective subsidiaries and affiliates, of its/their advertising-, promotion- and fulfillment- agencies, legal advisors, and suppliers (including by way of example, all service providers associated with the Contest) (all of the foregoing entities referred to collectively as the "Contest Entities"), and any members of each such person's immediate family (spouses, parents, siblings, children and their spouses and in-laws) and persons living in the same household of such individuals (whether related or not) are *not* eligible to enter or win. Determination of whether an Entrant is eligible shall be made in the sole discretion of Administrator whose decisions shall be final and binding.

**Comply With Your Company Policies.** It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions such as this Contest. BY ENTERING THE CONTEST OR BY ACCEPTING A PRIZE, YOU WARRANT AND REPRESENT THAT YOUR ACTIONS DO NOT VIOLATE YOUR EMPLOYER'S POLICIES AND PROCEDURES, NOR THE LAWS, REGULATIONS, CONVENTIONS, OR RULES THAT APPLY TO YOU. If you are participating in violation of your employer's policies or the applicable laws, regulations, conventions, or rules, you are disqualified from entering the Contest or receiving a Prize. The Contest Entities disclaim any and all liability or responsibility for disputes arising between an entrant and his/her employer related to this matter.

**Void in Excluded Territory.** THIS CONTEST IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), ARGENTINA, CHILE, PERU, AND IN ALL JURISDICTIONS WHERE PROHIBITED BY LAW OR REGULATION (INCLUDING BUT NOT LIMITED TO CUBA, SYRIA, IRAN, SUDAN, NORTH KOREA, AND JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION

AND/OR TRUST ACCOUNT OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT HAVE NOT BEEN SATISFIED), OR RESTRICTED OR TAXED BY LAW, AND VOID WHERE RESTRICTED BY INTERNAL BUSINESS OR COMPANY POLICY (collectively, "Excluded Territory"). Residents of an Excluded Territory are prohibited from entering or winning a prize.

**No Government Official; Not Restricted Party.** No participant may enter or win a prize if he or she is [a] an official, employee, or internally contracted vendor of any government, government-affiliated company or organization, or [b] listed on the US Consolidated list published by the USA Government currently located at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp).

2. **HOW TO ENTER:** To enter: [1] visit <http://dojo-snake.pcf.beta.virtustream.com/> ("Website") and during the Entry Period defined below, play the Game, i.e., maneuver your snake avatar navigating hazards to keep it alive for as long as possible, earning points the longer it lives; [2] at the conclusion of the game, (a) select the "Tweet" button, log in and insert your Twitter handle, and press the "Tweet" button; (b) select the "Follow" button to follow @EMCDojo and then click the "follow" button on the prompted screen; and (c) enter your Twitter handle and then click the "Join" our leaderboard" button. Steps 1-2 shall be referred to as an "Entry." You can enter more than once during each Entry Period (below). Steps #2.a and #2.b may be performed separately from a Game, provided, the Tweet under Step #2.a includes #dojosnake and mentions @EMCdojo along with your score from the applicable Game..

**Entry Period.** To participate in the contest held on (each an "Entry Period"): May 2, you must submit an Entry from 6:00:00 pm thru 8:59:59 pm; May 3, you must submit an Entry from 9:00:00 pm on May 2 thru 4:59:59 pm on May 3; May 4, you must submit an Entry from 5:00:00 pm on May 3 thru :59:59 pm on May 4.

**Posting High Scores.** Twitter handle of high scores for each Entry Period will be posted publicly in the Game on a Leaderboard; this is required to verify a participant's high score. Entrants may register and use a different (new) Twitter account throughout the Contest, if they want to avoid displaying their original Twitter handles. Any public posting of scores is for informational purposes only but does not represent Administrator's official record.

**Other Terms.** No information regarding entries or judging, other than as otherwise set forth in the Rules will be disclosed. By participating, Entrants agree to the Rules and the decisions of Administrator, which shall be final and binding in all aspects. Administrator has the right to disqualify any Entry that it determines in its sole discretion does not comply with these Rules or which is submitted by an individual that Administrator determines in its sole discretion does not meet the eligibility criteria set forth above. Administrator, in its sole discretion, may accept a mis-typed Entry.

ALL TIMES SET FORTH IN THESE RULES ARE IN PT AS MEASURED BY SERVERS ASSOCIATED WITH TWITTER AND THE GAME. Entry into the Contest does not constitute entry into any other promotion, contest or sweepstakes during the Event or at any other time. By submitting an Entry, each Entrant warrants and represents to Contest Entities that the Entry submitted complies with the Rules, the score earned and the Twitter handle are your own. Failure to comply with these requirements will disqualify your Entry.

**Tweets.** Entrants may not share, copy or plagiarize the Entry content from any source. Retweeting another Tweet is not permitted. Each Entrant may only submit an Entry from one Twitter account handle. Tweets must not contain any attachments, or content not required by the Rules or they may be disqualified.

**Online or Mobile Device Charges.** Any use of a mobile device except via free Wi-Fi offered at the Event may result in normal Internet access and usage charges imposed by your online service; use of a mobile device will result in airtime and carrier charges according to the terms and conditions of your service agreement with your wireless carrier.

**Opening a Twitter Account.** Creating a Twitter account is free. Go to <https://twitter.com/signup>. Note that you must agree to comply with the Twitter Terms of Service in order to create a Twitter account. Information you disclose to Twitter while opening a Twitter account is not shared with Administrator or its affiliates. Administrator and its affiliates shall not be liable for any information shared with Twitter to open an account.

3. **WINNER SELECTION:** Approximately five (5) minutes following each Entry Period, Administrator will identify the Entries of the three participants with the highest scores that also Tweeted and followed @EMCDojo during that Entry Period as reflected in both the Game and Tweets.

**If There's a Tie.** If for an applicable Entry Period there is a tie for First, Second or Third Place, the tied Entrants must compete in a "Run-Off", i.e., tied Entrants compete in one or more individual additional Games as instructed by the Administrator to determine the person with the highest score. The Run-Off must occur during Exhibit hours or at (or not later than) such other time as determined by the Administrator. If for any reason a tie persists, then Administrator will repeat the process until a high-score winner is identified. If for any reason a tie still persists after five consecutive games, Administrator will award each the applicable "place" Prize, provided that tied First Place winners each receive one of the two First Place prizes with an ARV of \$250. The score used to break the tie will only be used to break the tie and for no other purpose. For example, assuming 'A' and 'B' are tied for Second Place and 'C' is in Third Place; if 'B' has the higher score during a Run-Off, then regardless of the score 'B' achieved during the Run-Off, 'B' will be awarded Second Place and 'A' will be awarded Third Place.

**Dispute Over Who Submitted Entry.** If there's a dispute concerning who submitted an Entry, the log containing the time and Twitter handle as kept by the Game and Twitter, shall be the final determinant of the identity of the winner(s). If any dispute as to the identity of a winner cannot be resolved to Administrator's satisfaction, the Entry or Entries may be deemed ineligible.

4. **WINNER NOTIFICATION AND ANNOUNCEMENT:** Within forty-eight hours of the close of each Entry Period, Administrator will contact via direct tweet the Twitter handles associated with the three highest scores during that Entry Period identified under "Winner Selection" above, and each will be a potential winner subject to his or her compliance with these Rules. Each potential winner must complete, sign and return Administrator's Prize Claim Documents defined below. Once returned fully executed and verified by Administrator, Administrator will declare the winners. If not awarded at the Event, within six (6) weeks after Administrator declares an Entrant a winner, the Prize will be mailed to winner's home address as provided on the Prize Claim Documents. Administrator will generally be responsible for reasonable mailing costs of delivering the prize only to winner's USA residence. If none, winner may be required to pay all costs associated with mailing the prize outside the USA to a location acceptable to Administrator. No P.O. Boxes.

EXCEPT AS OTHERWISE STATED, ALL HANDLING, TRANSPORTATION, TAXES, GST, VAT, CHARGES, COSTS, EXPORT AND IMPORT DUTIES, AND FEES ASSOCIATED WITH THE DELIVERY, RECEIPT AND USE OF THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER.

5. **PRIZE:** During each Entry Period winners will receive a prize: (a) First Place- the First Place Winner on May 2 may choose from any of the three prizes offered; May 3 may choose from either of the two prizes that remain; and, May 4 will receive the remaining prize. The possible First Place prizes consist of only one (1) of the following: an Amazon Echo (approximate retail value in US Dollars or "ARV" is \$180), an NVIDIA Shield + Remote (ARV \$250), or a Nest (ARV \$250). Total ARV of all First Place prizes is \$680. (b) Second Place- each day's Second Place winner will receive an Exploding Kittens Card Game (ARV \$20 each) and "Star Wars: The Force Awakens" Blu-Ray/DVD (ARV \$20); (b) Third Place- each day's Third Place winner will receive a Tile tracker (ARV \$20). Total ARV of all First Place, Second Place, and Third Place prizes in aggregate is \$860. You can only win one prize (each a "Prize"). Each Prize is subject to "Taxes" below.

**Prize Limitations.** Prize or any alternate prize as described herein represents the complete obligation and entire amount awarded to a winner by Administrator under the Contest. Prize is not redeemable for cash, is non-transferable, and no substitution may be made, except at the sole discretion of the Administrator in the event that the prize cannot be awarded for any reason, in which case, Administrator will award a prize of equal or greater value. Any prizes pictured in print advertising, and other materials are for illustrative purposes only. Actual prize may vary from prizes pictured. Prizes are applicable for distribution to and use by consumers in the U.S.A. market, and may not function, be exportable, or supported by its issuer outside of the U.S.A.

By accepting the prize, winner also agrees and acknowledges that the prize does not in any way influence any decision in doing business with Contest Entities, and that the prize was not given in connection with or related to any sale or commercial transaction.

**Prize Value.** The ARV of the Prizes is subject to price fluctuation in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Rules and the date the prize is awarded or redeemed. Administrator will expend up to a maximum of the ARV of each Prize as stated above for/toward the Prize, but may expend less depending upon the prevailing prices, rebates

and incentives available at that time. Winner is not entitled to claim any check, cash or other form of payment for the difference in value between the amount paid by Administrator for/toward the Prize and the ARV above.

**No Warranty from Administrator.** Prize is awarded by Administrator without warranty of any kind, express or implied, without limitation, except to the extent provided by the applicable manufacturer. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ADMINISTRATOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, EXCEPT WHERE THIS WOULD BE CONTRARY TO NATIONAL, FEDERAL, STATE, PROVINCIAL, OR LOCAL LAWS OR REGULATIONS.

6. **TAXES:** The value of the Prize may be taxable to the winner as income. ALL TAXES OF ANY KIND WHICH INCLUDES BY WAY OF EXAMPLE, INCOME, USE, IMPORT, AND EXPORT TAXES LEVIED IN CONNECTION WITH THE PRIZE BY ANY FEDERAL OR STATE GOVERNMENT, MUNICIPALITY, ETC., ARE THE SOLE RESPONSIBILITY OF EACH WINNER. Nonetheless, the potential winner must submit any tax documentation or tax information if requested by Contest Entities, regardless of whether requested before or after the prize is distributed by Administrator. If a potential winner fails to provide appropriate documentation or comply with such laws, the Prize may be forfeited (Disqualified). Prize may be subject to tax withholding by Administrator regardless of residency. If required to do so by applicable law, Contest Entities may before or after a Prize has been distributed, withhold, reduce any prize, or charge prize winner in order to fulfill any tax withholding requirements imposed by on Administrator by the IRS or other relevant tax authority. Prize winner will indemnify Contest Entities for any costs, charges and taxes associated with the payment of taxes associated with the Prize.

INFORMATION CONTAINED IN THESE RULES IS NOT INTENDED TO OFFER TAX, ACCOUNTING OR LEGAL ADVICE. AS WITH ALL MATTERS OF A TAX OR LEGAL NATURE, BEFORE ACCEPTING THE PRIZE YOU SHOULD CONSULT WITH YOUR OWN TAX EXPERT OR LEGAL COUNSEL FOR ADVICE.

7. **GENERAL CONTEST RULES/CONDITIONS:** Eligibility of an Entrant is subject to verification and compliance with these Rules. Administrator reserves the right in its sole discretion to disqualify any individual who is found in Administrator's sole judgment to be entering by means of a third party or alias, tampering with the entry process or the operation of the Contest, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Administrator reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY OR WINNER SELECTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Prize Claim Documents.** To win a Prize, the potential winning Entrant will be required to sign and return "Prize Claim Documents" including by way of example, a completed affidavit of eligibility/liability release (and where legally permissible a publicity release) and any other documentation and tax related forms that the Administrator requires within ten (10) days of Administrator sending such documents to Entrant. Administrator may require winner to provide Administrator with hard-copy documents and forms signed with original signatures as opposed to facsimiles or scanned versions. Costs associated with completing the documents or submitting the Prize Claim Documents, including by way of example, any notary fees, postage to return the documents to Administrator, etc., are to be paid by Entrant. If the potential winning Entrant cannot be reached, fails to respond, or fails to timely provide completed documentation, or if an Entrant is found to be ineligible, such Entrant will be Disqualified.

**Publicity Release.** Acceptance of a prize constitutes prize winner's permission for Administrator and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising, marketing, trade and/or publicity purposes associated with this Contest throughout the universe, and in all forms of media now known or hereafter developed, in perpetuity, and without further compensation, incentive, consideration, consent or review, unless prohibited by law.

**Suspension, Modification or Termination.** Administrator reserves the right, in its sole discretion, to modify, terminate, or suspend the Contest should a virus, bug, non-authorized human intervention, action of Entrant or third party, or other cause corrupt or impair the administration, security, or fairness of the Contest. If the process of accepting Entries is terminated early by Administrator, Administrator reserves the right to determine the non-suspect, eligible submissions received up to time of cancellation and declare the winner(s). Inclusion in such judging process shall be such Entrant's sole and exclusive remedy under such circumstances. Administrator shall provide notice of any such changes by posting the information at the EMC Dojo Booth #105 ("Booth"), listing it online at <http://dojo-snake.pcf.beta.virtustream.com/rules.pdf>, emailing the Entrants and/or those recorded as visiting the Booth. The decision of the Administrator with respect to the judging Entries, and the invalidation or disqualification of any suspected Entries, shall be final and binding.

**Disqualification.** At the sole discretion of the Administrator, disqualification, and forfeiture may result from any of the following (collectively "Disqualified"): [1] failure to timely respond to any other communication sent to the potential/winner, within forty-eight (48) hours or such other time if explicitly provided by Administrator; [2] failure to provide Administrator with satisfactory proof of eligibility as may be requested; [3] failure to validly claim any prize; [4] if Administrator believes, in its sole discretion, that a legal issue presents a significant problem related to awarding a prize to a winning Entrant; or [5] any other non-compliance with Rules. If a winner is Disqualified, Administrator may at Administrator's sole discretion make two additional attempts to identify and declare three winners from that Entry Period by selecting an alternate, potential winner with the next highest score(s) respectively in accordance with the applicable procedures and requirements above. However, Administrator is under no obligation to award a Prize to an alternate winner once any Prize from the applicable Entry Period has been distributed.

8. **CONTEST ENTITIES NOT LIABLE:** Entrants agree that the Contest Entities: [1] shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, to entrant including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession, loss and/or use or misuse of any prize, except to the extent prohibited by law, and [2] have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

**Release of Contest Entities.** Without limiting the generality of the foregoing, and whether caused by the entrant, another party, or any persons at or associated with the Entries, or Contest Entities, Contest Entities are not responsible for and are released from any liability associated with: incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions, Entries, or prize related notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, mistyped, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for any unauthorized human intervention; or for any failure to accurately capture of information; or for inability of Entrant to timely enter, receive notices, communicate with Administrator or Contest Entities, or use or accept a Prize; or for any delays in scheduling, performance of and/or completion of any procedures associated with the Contest, or for any printing or typographical errors in any materials associated with the Contest; or for any events beyond Contest Entities' reasonable control including by way of example, as may result in disruptions, injuries, losses or damages associated with the Contest.

**Twitter Release.** Entrants further agree to release and hold harmless Twitter, Inc. from and against any and all claims, injury or damages arising out of or relating to participation in the Contest and/or the use, misuse or redemption of the prizes, and for any claim, including claims based on defamation, publicity rights and invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action.

9. **PRIVACY:** Entrants agree that personal data, including name, address, and telephone number may be processed, stored, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Rules. The data may also be used by the Administrator in order to check Entrants' identity, their postal address and telephone number or to otherwise verify their eligibility to participate in the Contest. Entrants have a right to access, review, rectify or cancel any personal data held by the Administrator by writing to Administrator at the address listed below. If Entrant's data is not provided or is canceled, Entrant's Entry will be disqualified. The Administrator may disclose Entrants' personal information to its contractors and



agents to assist in conducting the Contest or communicating with Entrants. If an Entrant wishes to access, update or correct any personal information, they should contact the Administrator at the address below. Entrants' data will be processed in the U.S.A. A copy of the Administrator's Privacy Policy in relation to treatment of personal information may be obtained at <http://www.emc.com/legal/emc-corporation-privacy-statement.htm>, which shall apply except to the extent described herein. For the sake of clarity, any information provided by Entrants in connection with the Contest (apart from information used to establish a Twitter account) is disclosed to ADMINISTRATOR, and not to Twitter, Inc.

10. **SEVERABILITY; HEADINGS; WAIVER:** If any provision of these Rules is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Rules. Headings and captions are used in these Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof. Failure of Administrator to enforce any term of these Rules shall not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Rules.
11. **FORCE MAJEURE:** If the performance of this Contest or of any obligation hereunder, including by way of example, the issuance of the Prize and its use or attempted use by winner is prevented by a force majeure event ("Force Majeure"), i.e., an act of God, war, force of law, strikes, power failure, inclement weather, industrial dispute, currency fluctuations and restrictions, epidemic, flood, fire, hardware and/or software failure, domestic or foreign terrorism, or any condition or event beyond the reasonable control of Contest Entities, Contest Entities shall be excused from such performance to the extent of such prevention, restrictions or interference as determined by Administrator.
12. **LIMITS ON JUDICIAL RECOURSE & REMEDIES:** Contest takes place in the United States and shall be construed in accordance with applicable U.S. federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Entrant's rights and obligations, or the rights and obligations of the Contest Entities or Released Parties in connection with the Contest, shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**Damages; Disputes.** Each Entrant agrees that: [a] any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts, U.S.A. [b] EXCEPT FOR VIOLATION OF ANY INDEMNITY STATED HEREIN, ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED UP TO A MAXIMUM OF USD\$300, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO EVENT ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO, CLAIM, PUNITIVE, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN AFOREMENTIONED OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY TO YOU.

13. **WINNER LIST; RULES:** To receive the name of the prize winner or a copy of the Rules, send a self-addressed, stamped envelope to: EMC WORLD 2016 #DOJOSNAKE DAILY HIGH SCORE CONTEST, c/o EMC Corporation, attn: B. Roche (winners/rules), 145 Broadway, Suite 3, Cambridge, MA 02142, U.S.A. (return postage not required for Vermont residents or residents outside the U.S.A.). Requests must be received by November 15, 2016. Limit one (1) request per mailing envelope.
14. **SPONSOR:** EMC Corporation, 176 South Street, Hopkinton, MA 01748, USA.

#### ABBREVIATED RULES

**\*\*EMC World 2016 #Dojosnake Daily High Score Contest- Abbreviated Rules. Not open to general public.** Must attend EMC World '16. Top 3 scores during (a) 6pm-8:59:59pm on 5/2, (b) 9pm on 5/2 thru 4:59:59pm on 5/3, and (b) 5pm on 05/3 thru 4:59:59pm on 5/4, win a prize: 1<sup>st</sup> Place: Echo (ARV \$180), or NVIDIA Shield (ARV \$250), or Nest (ARV \$250); 2<sup>nd</sup> Place: Exploding Kittens Game (ARV \$20) & Star Wars DVD (ARV \$20); 3<sup>rd</sup> Place: Tile tracker (ARV \$20.). Total ARV is \$860. Void to residents of Puerto Rico, Quebec, Peru, Chile, Argentina, and where prohibited. Employees and officials of a government, government entity or government affiliated company / organization, and employees of EMC Corp. and its affiliates are ineligible. Other rules, restrictions, and exceptions apply. Subject to Official Rules [<http://dojo-snake.pcf.beta.virtustream.com/rules.pdf>]. See Privacy Policy [[www.emc.com](http://www.emc.com)]. Sponsor: EMC Corp., Hopkinton, MA 01748.

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