

GITHUB UNIVERSE CUSTOMER RESEARCH SWEEPSTAKES

OFFICIAL RULES

1. SPONSOR

These Official Rules ("Rules") govern the operation of the GitHub Universe Customer Research Sweepstakes ("Sweepstakes"). GitHub, Inc., 88 Colin P. Kelly Jr. Street, San Francisco, CA, 94107, USA, is the Contest sponsor ("Sponsor").

2. DEFINITIONS

In these Rules, "GitHub", "we", "our", and "us" refer to Sponsor and "you" and "yourself" refers to a Sweepstakes participant, or the parent/legal guardian of any Sweepstakes entrant who has not reached the age of majority to contractually obligate themselves in their legal place of residence. By entering you (your parent/legal guardian if you are not the age of majority in your legal place of residence) agree to be bound by these Rules.

3. ENTRY PERIOD

The Sweepstakes starts at 12:01 a.m. Pacific Time (PT) on November 9, 2022, and ends at 11:59 p.m. PT on November 30, 2022 ("Entry Period").

4. ELIGIBILITY

To enter, you must be a legal resident of the 50 United States (including the District of Columbia), and be 18 years of age or older. If you are 18 years of age or older but have not reached the age of majority in your legal place of residence, then you must have consent of a parent/legal guardian.

Employees and directors of GitHub and its subsidiaries, affiliates, advertising agencies, and Sweepstakes Parties are not eligible, nor are persons involved in the execution or administration of this promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household). Void where prohibited.

5. HOW TO ENTER

No Purchase Necessary.

To submit an entry visit the website at cxr.github.com and complete all of the registration requirements. All required registration information must be provided to be eligible for entry.

The entry limit is one per person overall.

Any attempt by you to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations, logins, or any other methods will void your entries and you may be disqualified. Use of any automated system to participate is prohibited.

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the "authorized account holder" of the email address, social media account, or other method used to enter. The "authorized account holder" is the natural person assigned to an email

address by an internet or online service provider, or other organization responsible for assigning email addresses.

6. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, prize winner will be selected by GitHub or their Agent in a random drawing from among all eligible entries received within 7 days following the Entry Period.

Winners will be notified via the contact information provided during entry no more than 7 days following the drawing with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are 18 or older but have not reached the age of majority in your legal place of residence, we may require your parent/legal guardian to sign all required forms on your behalf. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

7. PRIZES

The following prizes will be awarded:

One (1) Grand Prize. Winner will receive:

A Octocat neon sign. Approximate Retail Value (ARV) \$65.00.

The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. We will determine the value of the prize to be the fair market value at the time of prize award.

The total Approximate Retail Value (ARV) of all prizes: **\$65**

We will only award one (1) prize during the Entry Period. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that GitHub reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Except for applicable manufacturer's limited warranties and any rights you may have under your local laws, prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose); you assume the entire risk of quality and performance, and should the prizes prove defective, you assume the entire cost of all necessary servicing or repair. Prize winners may be required to complete and return prize claim and / or tax forms ("Forms") within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize. By accepting a prize, you agree that GitHub may use your entry, name, image and hometown online and in print, or in any other media, in connection with this Sweepstakes without payment or compensation to you, except where prohibited by law.

8. ODDS

The odds of winning are based on the number of eligible entries received.

9. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless GitHub and its respective parents, partners, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss, or damage of any kind arising in connection with this Sweepstakes or any prize won.

All local laws apply. The decisions of GitHub are final and binding.

We reserve the right to cancel, change, or suspend this Sweepstakes for any reason, including cheating, technology failure, catastrophe, war, or any other unforeseen or unexpected event that affects the integrity of this Sweepstakes, whether human or mechanical. If the integrity of the Sweepstakes cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Sweepstakes by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future GitHub promotions.

10. USE OF YOUR ENTRY

Personal data you provide while entering this Sweepstakes will be used by GitHub and/or its agents and prize fulfillers acting on GitHub's behalf only for the administration and operation of this Sweepstakes and in accordance with the [GitHub Privacy Statement](#).

11. GOVERNING LAW

This Sweepstakes will be governed by the laws of the State of California, and you consent to the exclusive jurisdiction and venue of the courts of the State of California for any disputes arising out of this Sweepstakes.

12. WINNERS LIST

Send an email to research@github.com with the subject line "GitHub Universe Customer Research Sweepstakes winners" within 30 days of November 30, 2022 to receive a list of winners that received a prize worth \$25.00 or more.