

# EMC WORLD 2016 TWEET US YOUR RUBBER DUCKY PHOTO SWEEPSTAKES

## **ABBREVIATED RULES**

**EMC WORLD 2016 TWEET US YOUR RUBBER DUCKY PHOTO SWEEPSTAKES ABBREVIATED RULES: NO PURCHASE NECESSARY.** NOT OPEN TO THE GENERAL PUBLIC. Only open to individuals: 21-years or older, attending EMC World '16 in Las Vegas, NV May 2-4, 2016, not residing in an Excluded Territory defined below, that have a personal Twitter account. ■ To enter, collect a rubber duck from booth #1044, and tweet a selfie taken with the duck to @EMCcode using #ContainYourself. Headshot not required. One entry per person. Supplies of ducks may be limited. ■ Two winners randomly chosen after exhibit hours each day will each receive: a CanaKit Raspberry Pi 3 starter kit (ARV \$79.99 each) on May 2; a Sennheiser HD 598 Special Edition headphones-black (ARV \$123.10) or a Sennheiser HD 598 headphones-ivory (ARV \$149.99) on May 3; a Jawbone Big Jambox (ARV \$164.99 each). Total ARV of all prizes is \$763.05. Tweets must be received by 9pm on May 2, by 5:30pm on May 3, and 2pm May 4 to be entered in that day's drawing. Timely entries valid for all drawings held after receipt. Times are Pacific Time. ■ You can only win one prize. **Odds of winning depend upon number of entries received prior to each drawing.** You have not yet won. ■ **IF YOUR COMPANY POLICIES OR APPLICABLE LAW PROHIBIT YOU FROM ACCEPTING THE PRIZE, YOU ARE INELIGIBLE.** Employees or officials of any government entity, and employees of EMC Corp. and its affiliates are ineligible. ■ **VOID IN PUERTO RICO, AND OTHER USA TERRITORIES (EXCLUDING D.C.), QUEBEC, ARGENTINA, CHILE, PERU, AND WHERE PROHIBITED** (eachy, "Excluded Territory"). ■ Actual prize may vary from prize as pictured. Prizes intended for USA market; may not be supported outside USA. ■ Other rules, exceptions, and limitations apply. Subject to Official Rules at [www.sweepstakes.emccode.com](http://www.sweepstakes.emccode.com). See [www.emc.com](http://www.emc.com) for Privacy Policy. ■ If you do not agree with the Official Rules, do not submit an entry. ■ Sweepstakes not associated with Twitter Inc. or prize manufacturers. ■ Sponsored by EMC Corp, 176 South St., Hopkinton, MA 01748, U.S.A.

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. TRADE PROMOTION - NOT OPEN TO THE GENERAL PUBLIC. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED PRIOR TO EACH DRAWING.

**1. INTRODUCTION:** Please read these Official Rules ("Rules") of EMC WORLD 2016 TWEET US YOUR RUBBER DUCKY PHOTO SWEEPSTAKES ("Sweepstakes"). To participate, you must agree to unconditionally accept and comply with the Rules, and the decisions and interpretations of these Rules by sponsor and administrator EMC Corporation, which is located at 176 South Street, Hopkinton, Massachusetts 01748, U.S.A. ("EMC"). Winning a prize is contingent upon fulfilling all requirements set forth herein. By entering you agree to comply with these Rules. If you do not agree, do not enter or accept a prize. In these Rules, "you" and "your" refers to individuals that enter the Sweepstakes. Unless otherwise stated, all times herein are in Pacific US Time.

**Sweepstakes Definition.** As defined in these Rules a 'sweepstakes' is equivalent to a 'prize draw.' If required in an applicable jurisdiction, references to 'Sweepstakes' shall be read as and understood to mean 'Prize Draw.'

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

Employees, staff, independent contractors, officers, directors, agents or other representatives of EMC, of each of its 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 Sweepstakes) (collectively

“Sweepstakes 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.

**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 Sweepstakes. BY ENTERING THE SWEEPSTAKES 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 Sweepstakes or receiving a Prize. Sweepstakes 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.** SWEEPSTAKES IS VOID IN PUERTO RICO AND OTHER USA TERRITORIES (OTHER THAN THE DISTRICT OF COLUMBIA), QUEBEC, 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 (collectively, “Excluded Territory”). Residents of an Excluded Territory are prohibited from entering or winning a prize.

**NO Government Official; NOT on USA Government List.** 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).

**3. HOW TO ENTER:** To enter (each an “Entry”): [a] visit booth #1044 (“Booth”) during Exhibit hours; [b] request a free rubber duck; and [c] take a selfie with the duck anywhere in Las Vegas, and tweet it to @EMCcode using #ContainYourself. Selfie does not need to be a headshot. Supply of ducks may be limited; distributed on a first-come, first-served basis. Tweet must be received as recorded by Twitter’s servers during the applicable Entry Period as stated in Chart #1 below. All Entries are subject to the Rules. Each participant (“Participant” or “Entrant”) is **permitted to enter only once, and may win only one prize.**

**Chart #1**

Entries Rec’d From (each an “Entry Period”)	Participate in the drawings held on:		
	May 2	May 3	May 4
4:00:00 PM thru 9:00:00 PM on May 2	X	X	X
9:00:01 AM on May 2 thru 5:30:00 PM on May 3		X	X
5:30:01 PM on May 3 thru 2:00:00 PM on May 4			X

**Additional Terms.** Entries will not be acknowledged. For any dispute concerning who submitted an Entry, the Entry will be declared to have been made by the individual with the name and email address corresponding to the information associated with the Entry selected, only if that person meets all other eligibility criteria. Only one person may be associated with any Entry. If any dispute about the identity of the person associated with an Entry cannot be resolved to EMC's satisfaction, the Entry may be deemed ineligible. Entry into the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes offered during the Event or at any other time.

**Tweets.** The entire Tweet must be 140 characters or less. All Tweets must be your original content and submission. 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 that also contain

attachments, or content not required by the Rules (collectively, “Optional Material”), are not required and won’t affect your chances of winning provided they comply with the Rules. Entries and any Optional Material may not be offensive, as determined by EMC in its sole discretion.

**Not Offensive; Not Use Another’s Work-Product.** Any Entry, or portion thereof (including by way of example, any gesture, content or text displayed or that appears in any Optional Material) that is, in EMC’s sole discretion, obscene, lewd, defamatory, hateful, discriminatory, violent, contains any third party mention, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, may disqualify that Entry.

**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. You understand that by submitting an Entry EMC may contact you using this contact information, which may be subject to charges pursuant to your carrier’s rate plan if a mobile device is involved.

**Tweets and Optional Material – License to EMC.** All Entrants submitting an Entry, including by way of example any Optional Materials, will be non-exclusively licensing (with the unlimited right to sublicense) to EMC the right to use and distribute such materials and content, including any images related thereto, in any medium throughout the universe, for any purpose (including any and all commercial and non-commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted do not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. This license applies except to the extent prohibited by applicable law.

**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 EMC and its affiliates. EMC and its affiliates shall not be liable for any information shared with Twitter to open an account.

**4. SELECTION OF POTENTIAL WINNER AND NOTIFICATION:** Within approximately two hours following each day’s Entry Period, two (2) potential winners will be randomly chosen by EMC representatives from all Entries received during the applicable Entry Period. Each potential winner will be notified by private Tweet or by email within two business days of being chosen, and will have won the prize subject to fulfillment of all requirements under the Rules. Winners will be asked to complete, sign and return the EMC’s Prize Claim Documents defined below. **The odds of winning depend on the number of Entries received prior to each drawing.**

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY EMC, WHOSE DECISIONS WITH RESPECT TO THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ELIGIBILITY, ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

**Disqualification.** At EMC’s discretion, disqualification and forfeiture may result from any of the following (collectively “Disqualified”): [1] failure to respond to notification of being selected as a winner within forty-eight (48) hours, or to any other communication sent to the potential/winner within forty-eight (48) hours or such time period provided by EMC; [2] failure to provide EMC with satisfactory proof of eligibility as requested; [3] failure to validly claim any prize; [4] any non-compliance with Rules; and, [5] if EMC believes, in its sole discretion, that a legal issue presents a significant problem related to awarding a prize to a selected entrant. Notwithstanding any other statement in the Rules, if any prize forfeiture occurs EMC will make at least two subsequent attempts to award that Prize by selecting alternate, potential winners, after which the Prize in question may go un-awarded.

**Answering Mathematical Skill Question.** If a potential winner is a resident of Canada, Mexico, or other jurisdiction where the promotion is similarly prohibited, then as a condition of receiving the Prize, the selected potential winner may be required to correctly answer a mathematical skill question, asked verbally by telephone. The question must be answered within five minutes, and without the benefit of any assistance (including without limitation, any calculation devices).

**5. PRIZE:** Each winner will receive a prize (each a “Prize”). Winners chosen on: May 2 will each receive a CanaKit Raspberry Pi 3 Complete Starter Kit with an approximated retail value in US Dollars or “ARV” of \$79.99 each; May 3 will receive (issued in order chosen) a Sennheiser HD 598 Special Edition Over-Ear Headphones – Black (ARV \$123.10), or a Sennheiser HD 598 Over-ear headphones – Ivory (ARV \$149.99); May 4 will receive a Jawbone Big Jambox Wireless Bluetooth Speaker (ARV \$164.99 each). Total ARV of all prizes is \$763.05. Winners do not choose which prize they receive. Prize is subject to “Taxes” below.

**Prize Terms.** The Prize or alternate prize as described herein represents the complete obligation and entire amount awarded winner by EMC under the Sweepstakes. Prize is not redeemable for cash and is not transferable. No cash or other substitution may be made, except by EMC, which reserves the right (except where contrary to federal, state, or local laws or regulations) to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize or any portion thereof is not available for any reason as determined by EMC. Prize is applicable for distribution to consumers in the U.S.A. market, and may not function, be exportable, or supported by its manufacturer, outside the U.S.A.

All details and other restrictions of the Prize not specified in these Rules will be determined by EMC in its sole discretion. Prize pictured in advertising, displays, and other Sweepstakes materials are for illustrative purposes only. Actual prize may vary from prize as pictured. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter Inc., or any prize manufacturer.

**ARV Limitations.** The ARV of the Prize 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 Rules and the date the prize is awarded or redeemed. EMC will expend up to a maximum of the ARV of the 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 EMC for/toward the Prize and the Prize’s ARV above.

**No Warranties.** Prize is awarded by EMC without warranty of any kind, express or implied, without limitation except to the extent offered 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 EMC 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.

**Prize Delivery.** If not distributed at the Event, within six (6) weeks after EMC declares an entrant a winner, the Prize will be mailed to that winner’s home address as provided on the Prize Claim Documents. EMC will generally be responsible for mailing costs of delivering the prize to winner’s USA residence or if none, then winner may be required to pay all costs associated with delivering the Prize to a non-US location reasonably acceptable to EMC. No PO Boxes. Except as otherwise stated, all handling, taxes, charges, costs, export and import duties and fees associated with the delivery, receipt and use of the prize are the responsibility of the winner.

**6. GENERAL PRIZE CONDITIONS:** Prior to awarding a prize, EMC, in its sole discretion, may require entrants to sign and return an affidavit of eligibility, publicity release, any required tax forms, and a liability release benefiting EMC (collectively “Prize Claim Documents”). Failure to return any Prize Claim Documents completed and fully executed within ten (10) days of receiving such Prize Claim Documents (or a shorter time if required by exigencies), except where prohibited by applicable law, may cause the prize to be forfeited (Disqualified). Once

returned fully executed and verified by EMC, EMC will declare the winner. A photocopy, scanned version, or facsimile of any signed Prize Claim Documents is as valid as if signed with an original signature.

**By accepting the randomly awarded Prize, winner also agrees and acknowledges that the Prize does not in any way influence any decision in doing business with Sweepstakes Entities, and that the Prize was not given in connection with or related to any sale or commercial transaction or any promise thereof.**

**Publicity Release.** Acceptance of a prize constitutes prize winner's permission for EMC 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 the Sweepstakes, 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.

**7. SWEEPSTAKES ENTITIES NOT RESPONSIBLE:** Entrants agree that the Sweepstakes 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, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-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 Sweepstakes 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 Sweepstakes Entities, Sweepstakes 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 EMC or Sweepstakes Entities, or use or accept a Prize; or for any delays in scheduling, performance of and/or completion of any procedures associated with the Sweepstakes, or for any printing or typographical errors in any materials associated with the Sweepstakes; or for any events beyond Sweepstakes Entities' reasonable control including by way of example, as may result in disruptions, injuries, losses or damages associated with the Sweepstakes.

**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 Sweepstakes 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.

**Force Majeure.** If the performance of this Sweepstakes 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 Sweepstakes Entities, Sweepstakes Entities shall be excused from such performance to the extent of such prevention, restrictions or interference as determined by EMC. Any such Force Majeure event shall not be considered a breach of these Rules.

**8. GENERAL TERMS:** EMC reserves the right to remove any Entrant from the Sweepstakes for violation of these Rules, or if entry in the Sweepstakes violates the laws applicable in the jurisdiction where the entrant is employed or lives. EMC may disqualify any mechanically reproduced, forged, robotic, programmed, script, macro, software-generated or other automated or third party or multiple entries (or portions thereof) in excess of the number allowed hereunder. EMC reserves the right to disqualify any individual who is found in EMC's sole judgment to be



tampering with the entry process or the operation of the Sweepstakes, the drawing, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and EMC 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 SELECTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EMC 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.

**Suspension, Modification or Termination.** EMC reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond EMC's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. For any cancellation, termination or suspension, or in the event of any changes made to these Rules, notice thereof will be sent by email or Tweet to all individuals having submitted an Entry, and/or posted at [www.sweepstakes.emccode.com](http://www.sweepstakes.emccode.com). If EMC decides to reconvene the Sweepstakes after a suspension, the determination of the Prize winner will be made, from among all eligible, non-suspect Entries and Registrations received as of the date of the suspension, as EMC determines in its sole discretion. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. These Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of EMC.

**Interpretation.** If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Failure 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. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. Any discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website associated with the Sweepstakes, and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

**9. TAXES:** 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 THE WINNER. Nonetheless, the selected entrant must submit any tax documentation or tax information if requested by Sweepstakes Entities, regardless of whether requested before or after the prize is distributed by EMC. If a selected entrant fails to provide appropriate documentation or comply with such laws, the Prize may be forfeited (Disqualified) and EMC may, in its sole discretion and as described above, select an alternative entrant. Prize may be subject to tax withholding by EMC regardless of residency. If required to do so by applicable law, Sweepstakes 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 EMC by the IRS or other relevant tax authority. Prize winner will indemnify Sweepstakes Entities for any costs, charges and taxes associated with the payment of taxes associated with the Prize.

**These Rules are 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.**

**10. LIMITS ON JUDICIAL RECOURSE & REMEDIES:** Sweepstakes 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 Sweepstakes Entities in connection with the Sweepstakes, 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.** Participants agrees that: [a] any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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] ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES UP TO A MAXIMUM OF USD\$250 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, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN 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.

**11. ENTRANTS' PERSONAL INFORMATION:** Except as may described herein, information collected from entrants is subject to the Privacy Policy which can be found at: <http://www.emc.com/legal/emc-corporation-privacy-statement.htm>. Entrants agree that personal data, especially any name, telephone number and email address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Rules. The data may also be used by the EMC in order to check Entrants' identity, or to otherwise verify their eligibility to participate in the Sweepstakes. Entrants have a right to access any personal data held by the EMC by writing to the EMC at the address listed in the opening paragraph. If Entrant's data is not provided, Entrant will be ineligible. All data will be collected on servers located in the USA except to the extent otherwise collected by Twitter. If entrant decides later that entrant doesn't want to receive such e-mail communication entrant will be given an opportunity to opt out at a later date. For the sake of clarity, any information provided by Entrants in connection with the Sweepstakes (apart from information used to establish a Twitter account) is disclosed to EMC, and not to Twitter, Inc.

**12. WINNER / RULES:** For the name of the winner and/or a copy of these Rules, please send a self-addressed stamped envelope with your request to EMC WORLD 2016 TWEET US YOUR RUBBER DUCKY PHOTO SWEEPSTAKES, c/o EMC Corporation, attention S. Carlson, 505 1st Ave. S., Suite 600, Seattle, WA 98104 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.

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