

DEVELOPER CHALLENGE AT THAT CONFERENCE

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.**

2. **HOW TO ENTER:** Beginning on July 25, 2022 through the designated time on July 28, 2022, participate in the Developer Challenge by visiting <https://play.snykchallenge.io> and/or <https://that.snykchallenge.io>. You may enter only once; however, no more than one entry per person is permitted. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

3. **ELIGIBILITY:** Open to residents worldwide, 18 years of age and older (or the age of majority in their state or country of residence, whichever is older) as of June 24, 2022 who are attending Open Source Summit North America. Snyk Limited ("**Sponsor**"), affiliates, subsidiaries, and agencies (collectively "**Promotion Parties**") shall administer this Giveaway. All entrants must have a valid e-mail address to receive the prize.

4. **WINNING:** The top two (2) leaderboard scorers, based on number of fixes, will win the prizes. In the event of a tie, the individual who entered first shall be deemed a winner. Winners shall be notified in-person at the event, you must be present to win. In the event that a winner is not present, then the next top placing leader on the scoreboard will be collected. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering this sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Promotion Parties to use winner's name, and likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law.

5. **LIMITATION OF LIABILITY:** By entering this sweepstakes, entrants waive all right to, and hold the Promotion Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Promotion Parties will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prizes. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of

tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right to request that the Sponsor, in its sole discretion, cancel or modify this sweepstakes in a manner deemed appropriate by the Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

6. PRIZES: (2) Arduboy FX Game Consoles valued at \$59 USD each. Limit one prize per family or household. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to the next valid participant.

7. CHOICE OF LAW AND FORUM: Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in New York County, New York

8. DATA GOVERNANCE AND PRIVACY: Information submitted with an entry is required for the administration of this giveaway but shall not be used or kept for any other purposes, unless otherwise required by law; and is further subject to the Snyk Privacy Policy. To read the Privacy Policy, *click here*.

9. SPONSOR: Snyk Limited, Highlands House Basingstoke Rd. Spencers Wood Reading, Berkshire, England RG7 1NT UNITED KINGDOM.