

# F5 NGINX Controller & Coffee Giveaway

## OFFICIAL RULES

**1. Introduction.** The F5 NGINX Controller & Coffee Giveaway (“**Promotion**”) is sponsored by F5 Networks, Inc. (“**F5**”). By participating in the Promotion, the person entering the Promotion (“**Entrant**”) may be eligible to receive a limited edition coffee mug and/or an automatic espresso machine. The Promotion shall be governed by these F5 NGINX Controller & Coffee Giveaway Official Rules (“**Official Rules**”). The Promotion is subject to federal, state, and local laws and regulations.

**2. Timing.** The Promotion begins on May 27, 2020 at 12:00 a.m. Pacific Time and ends August 18, 2020 at 12:00 a.m. Pacific Time (the “**Promotion Period**”). F5’s computer is the official time keeping device for this Promotion. One drawing will be conducted during the Promotion:

	Entry Window Opens	Entry Window Closes	Drawing On Or Before
Drawing #1	May 27, 2020	August 12, 2020	August 18, 2020

Dates may be adjusted by F5 in its sole, reasonable discretion by adjustment of these rules.

**3. Eligibility.** The Promotion is open only to residents of the United States that are 21 years of age or over on the commencement of the Promotion Period. Officers and directors of F5 and its subsidiaries, as well as immediate family (parents, spouse, children, siblings and grandparents) and household members of each such person are not eligible to enter. By participating, Entrant agrees to abide by these Official Rules and the decisions of F5, which are final and binding in all respects.

**4. Prizes.** The drawing will be for one grand prize (“**Grand Prize**”) winner only. Entrants may also be eligible to receive one or more promotional gifts (“**Promotional Gifts**”). All prizes are guaranteed to be awarded. No substitutions or cash value payments are allowed. Odds of winning depend on the number of eligible entries received.

Grand Prize: The winning Grand Prize consists of one automatic espresso machine at an estimated retail value of \$500. A total of one winning Grand Prize will be given away.

Promotional Gifts: The Promotional Gifts consist of one or more limited edition NGINX coffee mugs. All Entrants following the rules of entry for Promotional Gifts will receive a Promotional Gift.

**5. How to Enter.** No purchase necessary to enter the Promotion. Limit one entry per person.

Grand Prize Drawing – Participation Entry: To enter the Grand Prize Drawing by participation, Entrants must, during the Promotion Period, request and activate an NGINX Controller free trial, and register for and attend at least one livestream, Americas broadcast of the NGINX Controller & Coffee webinars (the “**Webinars**”). To request an

NGINX Controller trial, go to any of our “NGINX Controller & Coffee” webinar series available [here](#) to complete the online “Request a Free Trial” form and submit the required information. You will receive an activation key. To activate an NGINX Controller trial, enter the activation key into your free trial NGINX software. To sign up for the Webinars, go to <https://www.nginx.com/resources/webinars/nginx-controller-coffee/> to complete the online registration form and submit the required information. To attend an online Webinar livestream, follow the instructions received after signing up. You will automatically receive one entry into the Promotion if all the above steps are completed.

Grand Prize Drawing – Mail Entry: To enter the Grand Prize Drawing by mail, Entrants must, during the Promotion Period, request and activate an NGINX Controller free trial and mail a handwritten, self-addressed, stamped envelope or postcard (“**Entry Card**”) to the following address:

**ATTN: NGINX Controller Promotion**  
c/o F5 Networks  
801 5th Ave, Seattle, WA 98104

Entry Cards must include the email address used by Entrant to sign up for the NGINX free trial. Entry Cards must be postmarked by July 29, 2020 in order to be valid. You will receive one entry into the Promotion if all the above steps are completed.

Promotional Gift Entry: To receive a Promotional Gift, Entrants must, during the Promotion Period, register for and attend at least one Webinar. Each Entrant will receive one Promotional Gift per Webinar registered for and attended during the Promotion Period.

**6. Drawings.** Determination of prize awards will be conducted in accordance with these Official Rules. Entrants drawn to win the Grand Prize must comply with all terms and conditions of these Official Rules. The prospective winner will be notified by email within ten (10) days following the drawing and will be required to affirm a Prize Winner Acceptance Acknowledgement to receive their prize. Unclaimed and disqualified Promotion prizes will be awarded to the next prospective winner drawn. Winners are solely responsible for all federal, state, and local, provincial, territorial, and municipal taxes and other fees associated with prize receipt and use. No substitution, assignment or transfer of prizes permitted. F5 will withhold and/or report taxes as required by the applicable law.

Entrants may enter the Grand Prize drawing only once during the Promotion Period, either by participation or by mail as set forth above. Each email address can only be used one time during the Promotion. Use of any automated program to enter will result in disqualification. In the event of a dispute as to any entry, the Authorized Account Holder of the email address used to enter will be deemed to be the Entrant. Potential winners may be required to show proof of being the Authorized Account Holder. The "**Authorized Account Holder**" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

**ALL POTENTIAL WINNERS' SUBMISSIONS ARE SUBJECT TO VERIFICATION BY F5, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE**

**PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY REWARD, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED.**

**7. Publicity.** Except where prohibited, participation in the Promotion constitutes Entrant's consent for F5 to use Entrant's name, likeness, voice, opinions, hometown, and state for promotional purposes in any media without further payment or consideration.

**8. General Conditions.** F5 reserves the right to cancel or modify the Promotion if fraud, technical failures, or any other factor beyond its reasonable control impairs the integrity of the Promotion, as determined by F5 in its sole discretion. In such event, F5 reserves the right to award the prizes from among the eligible entries received up to the time of the impairment. F5 reserves the right in its sole discretion to disqualify any individual they believe to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage F5's website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, F5 reserves the right to seek damages from any such person to the fullest extent permitted by law. F5's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. Release.** By participating in this Promotion and/or receipt of any prize or Promotional Gift, Entrant agrees to release and hold harmless F5, its subsidiaries, affiliates, related companies, and each of their respective officers, directors, employees, and agents from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize or Promotional Gift.

**10. Limitations of Liability.** F5 is not responsible for and Entrant hereby releases F5 from any claims, demands, or causes of action arising from or relating to: (1) incorrect or inaccurate transcription of entry information, or entries which are late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Promotion; (5) electronic or human error which may occur in the administration of the Promotion or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to Entrant's computer, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or from downloading any material from F5's website(s), regardless of whether the material was prepared by any F5 or third party, and regardless of whether the material is connected to a F5's website by a hypertext link. 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, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, F5, at its sole discretion, may elect to present winners from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming, or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be

available and/or claimed, F5 reserves the right to award only the stated number of prizes among all legitimate, unawarded, eligible prize claims at its sole discretion.

**11. Disputes.** Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes or Promotional Gifts awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Western District of Washington or the appropriate Washington State Court located in King County, Washington, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, F5 in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, U.S.A. All federal, state, and local laws and regulations apply.

**12. Data Collection.** F5 collects personal information from you when you enter the Promotion. The information collected is subject to F5's Privacy Policy at <https://f5.com/about-us/policies/privacy-policy>. This Promotion is sponsored solely by F5 Networks, Inc. Third party prizes (e.g., espresso machines, mugs, etc.) are not supplied by, and this Promotion is not endorsed by the manufacturers or suppliers of those goods or services.