

## A CLOUD GURU ADVENTURE GAME - OFFICIAL RULES

- NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR OPPORTUNITY TO BE SELECTED TO RECEIVE A PRIZE.
  - PLEASE READ THESE RULES CAREFULLY AS THEY CONTAIN LEGAL OBLIGATIONS AND IMPORTANT TERMS ON WHICH WE INTEND TO RELY. BY SIGNING UP TO PARTICIPATE IN THE GAME, YOU AGREE TO THESE RULES AND THEY WILL BE BINDING ON YOU. IF YOU DO NOT AGREE TO THESE RULES, YOU MUST NOT SIGN UP BECAUSE, BY DOING SO YOU, WILL ACCEPT THESE TERMS.
1. **ACG.** This A Cloud Guru Game (“**Game**”) is administered by Serverless Heroes, Inc. d/b/a A Cloud Guru (“**ACG**”), located at 800 Brazos St., Suite 340 Austin, Texas 78701.
  2. **Eligibility.** THIS GAME IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, AUSTRALIA, OR THE UNITED KINGDOM WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. Employees of ACG and its parent and affiliated companies as well as their immediate family (spouse, parents, siblings, and children) and household members (whether or not related) are not eligible to participate in the Game. The Game is subject to all applicable federal, state, and local laws and regulations (see Section 16 for more information) and is void where prohibited or where registration is required. This Game is open to individuals only; businesses or other organizations are not eligible to enter this Game.
  3. **Agreement to Official Rules.** By submitting your entry into this Game (your “**Entry**”) you fully and unconditionally agree to these Official Rules (“**Rules**”) and to ACG's decisions with respect to the Game, all of which are final and binding. Your eligibility to receive a Prize is contingent upon your compliance with these Rules and fulfillment of all requirements set forth herein. If you do not wish to be bound by these Rules, you may not submit an entry into the Game.
  4. **Timing.** The Game is open for entry as of 9:00 a.m. Eastern time (USA) on August 18, 2020 and will close for entry at 11:59 p.m. Eastern time (USA) on September 4, 2020 (the “**Game Period**”). ACG's systems will be the official timekeeper of the Game Period. Only entries received during the Game Period will be eligible.
  5. **Entry.**
    - To submit your Entry, during the Game Period, enter your email address through the signup form at <https://adventure.acloud.guru> (the “**Game Page**”) to receive an email with the game's first text-based instructions.

- As you follow the instructions in the game, you will find pieces of text called “gems.” When you reach a dead end in the game (no further instructions for you in the text), you can submit the “path” of gems found so far to the leaderboard at Game Page. There are a total of 12 distinct paths in the Game.
  - You may enter using only one email address; you may not enter the Game multiple times under multiple email addresses. Any additional entries received from or on behalf of an entrant in excess of the stated limit will be void. Only fully completed Entries will be eligible. You may not share your Entry with any other participants in the Game.
  - You confirm to ACG that all statements made in connection with your Entry are true and accurate. If you make any false statement in connection with your Entry, your Entry will be disqualified in addition to any other rights and remedies ACG may have with respect to such false statement.
6. **Winner and Prizes.** To be eligible for Prizes, submit your paths to the leaderboard as you find them, using the “**Submit Path**” button at the Game Page. Make sure you use the same email address you used to sign up for the Game, otherwise ACG will not be able to associate you with your paths. The following Winners will be awarded the following Prizes:
- All entrants who report at least 6 valid paths during the Game Term will be entered into a drawing to win exclusive “Cloud Adventure”-themed swag (approximate retail value: \$50 USD).
  - All entrants who report at least 9 valid paths during the Game Term will be entered into a random drawing to win \$100 in credits for the cloud provider of their choice (AWS, Azure, or GCP) (approximate retail value: \$100)
  - All entrants who report all 12 paths during the Game Term will be entered into a drawing to win a free “Personal Plus” 12-month membership to ACG (approximate retail value: \$499)

THE NUMBER OF WINNERS WILL BE BASED ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED AND THE NUMBER OF ENTRIES SELECTED BY THE SELECTION METHOD. ACG IS NOT UNDER ANY OBLIGATION TO AWARD ANY PRIZES IF NO ENTRIES QUALIFY FOR A PRIZE UNDER THESE RULES.

ALL WINNERS MUST MEET ALL ELIGIBILITY REQUIREMENTS AND COMPLY WITH THESE RULES TO RECEIVE A PRIZE. WINNERS ARE SUBJECT TO VERIFICATION BY ACG, IN ACG'S SOLE DISCRETION, AND ALL ACG'S DECISIONS WITH RESPECT THERETO ARE FINAL. NO ENTRANT WILL BE DECLARED A WINNER UNLESS AND UNTIL ACG HAS VERIFIED THAT ENTRANT'S ELIGIBILITY.

## 7. **Prize Details.**

- The actual retail value of the Prize may be different from the stated approximate retail value, due to taxes, processing fees, market conditions, changes in values/rates of components, or other factors, and, if so, the Winner will not receive any difference in value.
- In the event of a dispute as to the identity of a Winner based on an e-mail address or other identifying factors, the Winner will be deemed to be the authorized account holder of the e-mail address submitted at the time of entry.
- Winners will be notified by email on or about September 4, 2020. Winners may be required to execute and return to ACG an Affidavit of Eligibility (a legal document which by signing you will legally confirm you are eligible to make an Entry and receive the Prize, and which may result in legal action / consequences if the contents of the Affidavit are untrue), identity verification documentation, and any other documents requested by ACG in a form and substance acceptable to ACG.
- Prizes are subject to the following conditions: (i) PRIZES ARE PRIZED “AS IS,” “WHERE IS,” WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED; (ii) each entrant is only eligible to receive one Prize; (iii) Prizes are non-transferable, non-substitutable, non-assignable (which means you cannot transfer your rights and obligations in respect of the Prize to any other person), and may not be taken as cash; (iv) ACG, in its sole discretion, reserves the right to substitute a Prize for one of equal or greater value; and (v) the use of Prize for an ACG subscription is subject to ACG’s terms and conditions governing the Prize and ACG’s products and services.
- Claiming the Prize. To claim a Prize, a Winner must: (i) respond to ACG within 7 days of being contacted by ACG to arrange for Winner’s claiming of the Prize; and (ii) begin their subscription associated with the Prize within 30 days of receiving notice that the Winner has been selected to receive the Prize. Failure to take any of the foregoing actions within the stated time periods will result in the Winner forfeiting the Prize and any right thereto without substitution or other consideration or compensation to Winner. You consent to ACG using and processing your contact information provided with your Entry for the purpose of contacting you if you are a Winner and for any other purpose permitted by ACG’s Privacy Policy.

8. **Entry Materials.** By submitting an Entry, you grant ACG and its parents, subsidiaries, and affiliates (the “**ACG Group**”) a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and assignable, license to use, copy, edit, display, distribute, perform, prepare derivatives of, and otherwise exploit the following, for all purposes in ACG Group’s sole discretion (including but not limited to, for promotion, marketing, and advertising purposes in

connection with ACG Group's business, products, or services), in any and all media now known or hereafter devised (including, but not limited to, social media):

- your Entry and all information, works, materials, content, and/or marks submitted, disclosed, or used in connection with or incorporated into your Entry (collectively, "**Entry Materials**"); and
- your name, image, likeness, hometown, biographical and demographic information, and personal data/information submitted in connection with your Entry (your "**Likeness**").

You agree that the foregoing licenses are granted by you without further compensation, consideration, or notice to you and without any right to inspect or approve the use of your Entry Materials or Likeness. You waive all "moral rights" or similar rights in the Entry Materials and consent to ACG doing any act or omission which would otherwise infringe any moral rights (as granted to individual authors of copyright materials under the laws of any country) that you may hold in relation to the Entry Materials. In other words, unless otherwise agreed, by submitting an Entry, you give the ACG Group Companies all rights to use as we see fit the contents of the Entry and your Likeness (including, for example in promotional material). We will not pay you for this right and this right cannot be terminated by you and applies worldwide.

9. **Your Representations.** You represent and warrant that: (a) you have read, understood, and agree to these Rules; (b) you are the owner or a valid licensee of all rights in and to all Entry Materials and Likeness, with full right and authority to use the Entry Materials and Likeness in connection with your Entry and to grant all rights granted to ACG under these Rules; (c) your Entry, Entry Materials, and Likeness do not and will not infringe upon or violate the rights of any third party; (d) you will comply with all applicable laws, rules, and regulations applicable to this Game; and (e) any statements of fact you make in connection with your Entry or otherwise to ACG in connection with Game will be true and accurate. By making "representations" and "warranties" to us, you are giving us legally binding assurances and we may have legal recourse against you if any of the assurances are not true or are inaccurate.
10. **Cancellation/Disqualification.** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND IN THE EVENT OF SUCH AN ATTEMPT, ACG RESERVES ALL ITS RIGHTS AND REMEDIES. If ACG suspects or determines there to be any violation of these Rules or any tampering, fraud, delay, unauthorized intervention, cheating, attempts to exceed the limit of number of entries (including but not limited to, using multiple email addresses or accounts, bots, or automated entry generation), submission of false or misleading Entries or information, abuse or harassment of other entrants, technical failures or difficulties, or any other factor that may impair or corrupt the administration, security, fairness, integrity, or proper functioning of the Game, then ACG reserves the right to, in its sole

discretion and without any further obligation or liability to any entrant or Winner: (a) cancel, modify, or suspend the Game; (b) disqualify any individual who engages in any of the foregoing activities and select a new Winner from all eligible, non-suspect entries using the same Winner selection method as originally used; and/or (c) disqualify any Winner who has been awarded a Prize and is then discovered to have engaged in any of the foregoing activities, in which case ACG may terminate the disqualified Winner's use of the Prize immediately. Additionally, if this Game is challenged by any legal or regulatory authority (including but not limited to, any federal or state governmental authority), then ACG reserves the right to discontinue or modify the Game, as applicable, or to disqualify any entrant residing in any affected geographic areas.

11. **Third-Party Services.** If entry into this Game requires you to make use of any third-party products or services in connection with your Entry, including but not limited to, third-party, apps, websites, social media platforms, or email service ("**Third-Party Services**"), then, you agree to abide by the rules, policies, terms, and conditions governing the use of each of those Third-Party Services.
  
12. **Release.** YOU AGREE TO RELEASE AND HOLD HARMLESS THE ACG GROUP AND ITS RESPECTIVE SUPPLIERS, DISTRIBUTORS, CONTRACTORS, SUBPROCESSORS, ADVERTISING/GAME AGENCIES, PRIZE SUPPLIERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM AND AGAINST ANY CLAIMS, LIABILITIES, JUDGMENTS, DAMAGES, LOSS, ACTIONS OR CAUSE OF ACTION, AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY, "**CLAIMS**"), KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN, THAT YOU MAY NOW OR LATER HAVE, ARISING FROM OR RELATED TO YOUR ENTRY INTO, INABILITY TO ENTER INTO, OR PARTICIPATION IN THE GAME. THE FOREGOING RELEASE INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS ARISING FROM OR RELATED TO: (A) THE NEGLIGENCE OF ANY RELEASED PARTY OR ANY THIRD PARTY; (B) PHYSICAL AND/OR MENTAL INJURY, HARM, DAMAGES, DISABILITY, ILLNESS, DEATH, AND/OR OTHER DAMAGE OR LOSS TO YOU OR YOUR PROPERTY; (C) LOST, LATE, MISDIRECTED, DAMAGED, STOLEN, ALTERED, GARBLED, FRAUDULENT, INCORRECT, INCOMPLETE, OR DELAYED ENTRIES; (D) RECEIPT, USE, OR MISUSE OF THE PRIZE; (E) ERRORS OR MALFUNCTIONS OF ANY EQUIPMENT, COMPUTER, ONLINE SYSTEMS, WEBSITES, SERVERS, PROVIDERS, OR COMPUTER HARDWARE OR SOFTWARE FAILURES; (F) THIRD-PARTY INTERVENTION INTO THE GAME OR OTHER TECHNICAL OR HUMAN ERRORS OR MALFUNCTIONS OF ANY KIND; (G) THE CANCELLATION, SUSPENSION, OR MODIFICATION OF THE GAME OR THE DISQUALIFICATION OF ANY ENTRANT OR WINNER; (H) TAXES OF ANY KIND IMPOSED

AS A RESULT OF YOUR ENTRY INTO THE GAME OR RECEIPT OF ANY PRIZE; AND (I) INFRINGEMENT OF COPYRIGHT, TRADEMARK, PATENT, OR OTHER INTELLECTUAL PROPERTY, INFLICTION OF EMOTIONAL DISTRESS, DEFAMATION, FALSE LIGHT, AND VIOLATIONS OF RIGHT OF PRIVACY AND/OR PUBLICITY.

BY RELEASING AND HOLDING HARMLESS THE ACG GROUP, THAT MEANS THAT WE WILL HAVE NO LIABILITY TO YOU WHATSOEVER FOR THE MATTERS DESCRIBED IN THIS SECTION AND THAT YOU WILL PAY TO US IN FULL IN RESPECT OF ANY OF THE MATTERS DESCRIBED IN THIS SECTION)

NOTHING IN THESE RULES SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR (ii) OUR FRAUD OR OUR FRAUDULENT MISREPRESENTATION.

**Residents of California or States With Similar Laws.** FOR RESIDENTS OF THE STATE OF CALIFORNIA OR JURISDICTIONS WITH SIMILAR LAWS, YOU FURTHER UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR" AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES THAT MAY BE APPLICABLE WITH RESPECT TO THE FOREGOING RELEASE IS HEREBY EXPRESSLY AND FOREVER WAIVED. YOU AGREE THAT, NOTWITHSTANDING SECTION 1542 OR ANY SIMILAR LAWS OF OTHER JURISDICTIONS, THE RELEASES HEREUNDER ARE INTENDED TO APPLY TO ALL UNKNOWN AND UNSUSPECTED CLAIMS.

**Australian Residents.** If you are a resident of Australia, nothing in these Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any guarantee or implied condition or warranty the exclusion of which would contravene any statute or cause any part of these Rules to be void ("**Non-Excludable Guarantees**"). Except for liability in relation to a Non-Excludable Guarantee, ACG excludes from these Rules all guarantees, conditions, warranties and terms imposed by statute, general law or custom, and all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage whether direct, indirect, special or consequential, arising in any way out of the Game, including, without limitation, in connection with (a) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (c) any entry or price claim that is late, lost, altered, damaged or

misdirected (whether or not after their receipt by ACG; any tax implications; and/or (d) a Prize or use of a Prize by a Winner.

13. **Indemnification**. You agree to indemnify, defend, and hold harmless (which means that you will pay to us in full in respect of and defend us from any of the matters described in this section) the Released Parties, from and against all third-party claims, damages, or liability arising in connection with your participation and/or entry into the Game, including but not limited to, your: (a) violation of these Rules; (b) receipt, use, acceptance, or misuse of any Prize awarded; and/or (c) violation of or infringement upon the rights of any third party.
14. **Taxes**. Winners are solely responsible for any federal, state, or local taxes and fees associated with Winner's receipt and/or use of the Prize.
15. **Remedies/Waiver**. All remedies under this Agreement are cumulative and no single remedy will be exclusive of any others. No failure or delay by ACG exercise any right or remedy provided under these Rules or at law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

This means that even if we do not insist immediately that you do anything you are required to do under these Rules, or if we delay in taking steps against you in respect of your breaking these Rules, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

As an individual not acting in the course of a business or trade, you may benefit from mandatory provisions under the law of the country in which you are resident. Nothing in these Rules affects any such rights to rely on such mandatory provisions under local law.

16. **Governing Law; Disputes**. These Rules and all disputes arising from or related to these Rules (including those concerning the construction, validity, interpretation, and enforceability of these Rules) or the Game will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Game, these Rules, or any Prize will be resolved individually and without resort to any form of class action, and exclusively by the State or Federal Courts located in Travis County, Texas.
17. **Personal Data/Information**. In addition to the consents provided by the entrant under these Rules, you consent to ACG collecting, storing, and processing your personal data and information submitted in connection with their Entry and/or this Game in accordance with

ACG's Privacy Policy <https://acloud.guru/privacy>, which Privacy Policy will control in the event of a conflict with these Rules.

18. **No Third-Party Endorsement**. This Game is not associated with or administered, sponsored, or endorsed by, any Third-Party Services or any other third party. All trademarks and other intellectual property used in connection with this promotion are exclusive property of their respective owners.
19. **Copy and Winner List**. For questions about this Game or to receive a copy of these Rules and/or a list of the Winners, send an email stating your request to support@acloud.guru with the subject line "Adventure Game Rules" Requests for Rules or Winner list must be received within 30 days of the end of the Game Period.