

Singapore F1 Grand Prix Contest Rules (Southeast Asia):

MUST BE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN THE JURISDICTION OF RESIDENCE) OR OLDER, AT TIME OF ENTRY. THIS CONTEST (“CONTEST”) IS INTENDED FOR PARTICIPATION IN AUSTRALIA AND NEW ZEALAND ONLY (EACH A “QUALIFYING COUNTRY”) AND WILL BE GOVERNED BY SINGAPORE LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN A QUALIFYING COUNTRY AT THE TIME OF ENTRY AND/OR DO NOT AGREE TO THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

1. **SPONSOR:** Gigamon Singapore Pte Ltd (collectively Gigamon Inc. and its direct and indirect subsidiaries, “Gigamon” or “Sponsor”), 3300 Olcott Street, Santa Clara, California 95054, USA.

2. **ELIGIBILITY:** Each participant must be a Gigamon reseller entity in good standing (“Entrant” or “you”) located in a Qualifying Country who has executed a reseller agreement with Gigamon, has registered on the Gigamon Partner Portal at <https://gigamoncp.force.com/partnercommunity>, and is not a Platinum-level reseller (as described in the [Gigamon Catalyst Partner Program Guide on the Gigamon Partner Portal](#)) at the start of the Promotion Period. Multiple entities that are commonly-owned shall be deemed a single Entrant under these Contest Rules. Participation constitutes Entrant’s full and unconditional acceptance of (a) these Contest Rules; (b) Gigamon’s Privacy Policy available at <https://www.gigamon.com/privacy-policy.html>; and (c) Gigamon’s determination of the winning Entrants, which is contingent upon fulfilling all the requirements set forth in these Contest Rules. Each individual participating in this Contest on behalf of an Entrant represents and warrants that such individual is authorized to participate in this Contest on behalf of such Entrant. The following entities and individuals are not eligible to participate or win: employees, officers and directors of Gigamon, and its respective parent entity, subsidiaries and affiliated companies, advertising, promotion, or production agencies, any companies who are promotional participants or prize providers, web masters and web suppliers (and their respective IRS dependents), immediate family members (parent, child, sibling and spouse) individuals residing in their same household), any national government or agency or subdivision thereof, and any Gigamon reseller whose territory (as set forth in the applicable Gigamon reseller agreement) does not include a Qualifying Country.

3. **PROMOTION PERIOD:** The Contest promotion period begins at 9:00 AM Singapore Time (“SGT”) on April 1 and ends at 4 PM SGT on August 30, 2024 (“Promotion Period”). Sponsor’s computer is the official clock for the Promotion Period.

4. **HOW TO ENTER:**

Track 1: During the Promotion Period, Entrant must:
 - a. meet the requirements to become a Platinum-level reseller, as set forth in the Catalyst Partner Program Guide, available at the Gigamon Partner Portal;

- b. comply with the terms and conditions of the Gigamon Catalyst Partner Program and of the Gigamon Deal Registration Program, available at the Gigamon Partner Portal;
- c. closed bookings with a cumulative value of at least seven hundred and fifty thousand U.S. dollars (USD \$750,000.00) in net new revenue (which excludes renewals of support or subscription) as a Gigamon reseller within the Promotion Period for sales opportunities in a Qualifying Country for which deal registration was approved by Sponsor; and
- d. have deal registration with a cumulative approved value of at least five hundred thousand U.S. dollars (USD \$500,000.00) in net new pipeline.

Track 2: Alternatively, during the Promotion Period, Entrant must:

- a. comply with the terms and conditions of the Gigamon Catalyst Partner Program and of the Gigamon Deal Registration Program, available at the Gigamon Partner Portal; and
- b. complete one of the following:
 - i. have approved deal registration for at least three (3) net new deal registrations, which have not been disqualified for purposes of Gigamon's incentive program; or
 - ii. have approved deal registration with a cumulative approved value of at least five hundred thousand U.S. dollars (USD \$500,000.00) in net new pipeline.

Only closed bookings during the Promotion Period shall qualify for this Contest. If an Entrant has more than one reseller account, only one account will count towards Prize eligibility. Any cancellations of bookings during the Promotion Period will be reduced from the total closed bookings for purposes of Prize eligibility. Limit of one Prize per Entrant. By participating, Entrant fully and unconditionally agrees to and accepts these Contest Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Prize. As used herein, "net new" means end user customers in a Qualifying Country who have not had an active term license or support contract for Gigamon products or services purchased either directly or indirectly from a Gigamon within in the last 12 months. The Track 1 requirements will be weighted as follows: (c) weighted by 75% and (d) weighted by 25%.

Sponsor will maintain a weekly leader board available to Entrants.

5. **PRIZES AND SELECTION OF PRIZE WINNERS:** The first three (3) Entrants to meet the Track 1 requirements in Section 4 above the Promotion Period, and the first Entrant to meet the Track 2 requirements, each will receive the following prizes ("Prizes"):

- a. Two (2) 3-day, Grandstand-level passes to the Formula 1 2024 Singapore Grand Prix 2024* ("Event"), currently scheduled For September 20-22, 2024, which may be used only by employees of the corresponding winning Entrant;
- b. Two (2) round trip airline tickets (coach) to Singapore from the international airport closest to Entrant's principal place of business; and

- c. Accommodation for two (2) hotel rooms (single room, king bed; or other reasonable capacity at Sponsor's sole discretion) in Singapore for September 19-22, 2024 (three nights).

A tie may occur if more than one Entrant meets the requirements in Section 4 on the same day. In the event of a tie, the Entrant with the greater value of bookings for net new revenue will prevail. Thereafter, if a tie still exists, the Entrant with the greater value of pipeline will prevail. If a tie occurs after the foregoing methods have been exhausted, the Sponsor will conduct a random drawing to determine the order of each Entrant's fulfillment of the requirements. By way of illustrative example only, if Entrants A and B meet the requirements of Section 4 on Day 1, and Entrants C and D do so on Day 2, then Sponsor will conduct a random drawing to determine the winner between Entrants C and D. Entrants may only enter and win a Prize through one Track (Entrants may not enter both Track 1 and 2).

* FORMULA 1, F1, GRAND PRIX, and related marks are trademarks registered to Formula One License BV and/or its affiliates. Any reference to these marks should not be deemed an endorsement or participation by the trademark owner(s).

6. **APPROXIMATE RETAIL VALUE ("ARV") OF PRIZES:** ARV of each Prize: four thousand seven hundred U.S. Dollars (USD \$ 4700.00). The actual value of each Prize may vary, depending on factors including but not limited to the cost of airline tickets for the specific winning Entrant(s). Prizes consist of only the items listed in Section 5 as the Prize. Sponsor reserves the right in its sole discretion to substitute a prize of equal or greater value for any reason. No substitution, cash redemption, or transfer of Prize by a winning Entrant is permitted, except as permitted by Sponsor, in its sole discretion. Each Prize is offered and must be accepted "as is" by the winner. Prize winners are solely responsible for filing all required tax returns and paying any required taxes pursuant to applicable law based on the value of the Prize received. All national, provincial/state, and local taxes and fees associated with the Prize receipt and/or use, if any, are solely the responsibility of the winning Entrant(s).

7. **WINNER NOTIFICATION:** Sponsor anticipates announcing the potential winning Entrants on or about September 2, 2024. Potential winning Entrants will be notified via e-mail and must respond with all requested information within the time period specified in the e-mail. If a potential winning Entrant is found to be ineligible, is not in compliance with these Contest Rules, does not respond to the e-mail in a timely manner, is disqualified or forfeits the Prize for any reason, declines to accept the Prize, or if the Prize notification or Prize is returned as undeliverable, Sponsor reserves the right to award the Prize to an alternate Entrant. If after a good-faith attempt Sponsor is unable to award or deliver a Prize, the Prize will not be awarded.

8. **USE OF INFORMATION:** By participating in this Contest, you acknowledge and agree that Sponsor may collect the personal information submitted by you and use the information pursuant to the privacy policy available online at <https://www.gigamon.com/privacy-policy.html>. If you are a winner, your information will be shared with Gigamon's prize vendors to provide your Prize to you.

9. **CONDITIONS OF PARTICIPATION:** By participating in this Promotion, you agree to release and hold Sponsor, and its respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Sponsor's Web masters and Web suppliers, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") harmless against any liability for any injuries, losses or damages of any kind to property or persons, including death, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or participation in this Contest or any Contest related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize. Except where legally prohibited, by accepting a prize, winner grants (and agrees to confirm that grant in writing) permission for Sponsor and those acting under its authority to use winner's name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web, without notice, review or approval.

10. **LIMITATIONS ON LIABILITY:** Released Parties are not responsible for any cancellation or rescheduling of the Event for any reason, and has no obligation to reimburse, refund, or otherwise substitute the should the event not be rescheduled or vouchers not issued. Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Contest or in any Contest-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest, misrepresent themselves, or provide misleading information to Sponsor, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert Sponsor's intended entry process will be disqualified. Should any portion of the Contest be, in Sponsor's opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at their sole discretion to suspend or terminate the Contest, and select winners from all non-suspect, eligible entries received for prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting

the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Contest. In the event of a dispute regarding prize claims or entries received from multiple users having the same billing address, telephone number or e-mail, the authorized subscriber of such e-mail account used at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CONTEST, PRIZE, YOUR ACCEPTANCE OR USE OF A PRIZE, YOUR ACCESS TO AND USE OF THE GIGAMON PARTNER PORTAL OR ANY GIGAMON WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE GIGAMON PARTNER PORTAL OR THE SITE, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, EACH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. GOVERNING LAW; VALIDITY AND MODIFICATION: Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Contest Rules, or the rights and obligations of the Entrant and Sponsor, shall be construed and governed by the laws of Singapore, without regard to conflicts of law. All suits or claims brought in connection with this Contest must be brought in a court of competent jurisdiction in Singapore, and you agree to personal jurisdiction therein. If any provision of these Contest Rules is found to be invalid by such court, the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor reserves the right to modify or terminate the Contest to make such other decisions regarding the administration or outcome as Sponsor deems appropriate. All decisions by Sponsor are final.

12. **WINNERS LIST:** A list of winning Entrants will be made available on the Gigamon contest website at https://my.nextgen.group/gigamon-race-to-the-podium?hs_preview=OgYTKsyf-166051793565.

13. **OTHER TERMS AND CONDITIONS:** If for any reason an unforeseen or unexpected event that cannot be reasonably anticipated or controlled affects the fairness and/or integrity of this Contest, Sponsor reserves the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human intervention or technical error. If a solution cannot be found to restore the integrity of the Contest, Sponsor reserves the right to select a winner among all eligible entries received prior to any cancellation, change or suspension of the Contest. If you attempt, or are suspected of attempting to compromise the integrity or the legitimacy of this Contest's operations by forms not limited to hacking, cheating, or by committing fraud of any kind, Sponsor may seek damages from you to the fullest extent permitted by law. Further, Sponsor reserves the right to ban you from participating in any future Contests.

Any questions, complaints, or questions shall be sent by mail to Gigamon at the following address: Gigamon Singapore Pte Ltd, 6 Temasek Boulevard, Suntec Tower 4, #24-01, Singapore 038986, attn: Marketing.

Sponsor: Gigamon Singapore Pte Ltd, 6 Temasek Boulevard, Suntec Tower 4, #24-01, Singapore 038986 By entering the Contest, Entrant agrees that his/her personal information may be used for the following purposes: to contact Entrants regarding the Contest. Entrants have the right to access, withdraw and correct their personal data. Entrants may request such action by sending a message to privacy@gigamon.com, or to Gigamon Inc. 3300 Olcott Street, Santa Clara, CA 95054. For further information see Gigamon Inc. Privacy Policy available online at <https://www.gigamon.com/privacy-policy.html>.

GIGAMON Is a registered trademark of Gigamon Inc. in the United States and other countries.