

**OFFICIAL RULES FOR THE 2019 ZOOMTOPIA INNOVATION AWARDS**

**NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **SPONSOR:** The Promotion is sponsored by Zoom Video Communications, Inc. (“Zoom”) 55 Almaden Blvd., 6<sup>th</sup> Floor, San Jose, CA 95113.
2. **ELIGIBILITY:** The Zoomtopia Innovation Awards Contest (the “Promotion”) is open to those who are at least eighteen (18) years of age or have reached the age of majority in their jurisdiction of residence. Employees of Zoom, or its affiliates and companies associated with the advertisement and marketing of the Promotion, as well as the immediate family and household members of each employee of the foregoing companies are not eligible. Participation in the Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules. Zoom’s decisions with respect to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **ENTRY PERIOD:** The Promotion begins at 00:00:01 PT on July 17, 2019 and ends at 5:59:59 PT on September 13, 2019 (the “Entry Period”). Entries that are submitted before or after the Entry Period will be disqualified.
4. **HOW TO ENTER:** To enter, record a video, not exceeding 2-minutes in length, showing and/or explaining how you are using Zoom in innovative ways. Videos must be submitted in one of the following formats: MPEG4, MP4, MOV, AVI with a minimum 720p video quality (1080p preferred). Video submission file sizes cannot exceed 1GB. Visit [zoomtopia.us](http://zoomtopia.us) for description and submission form. By submitting an entry, you warrant that you have all right, title and interest in and to the content of the entry; that you have obtained consent from all persons appearing in the submission and can grant to Zoom the licenses and permissions herein; and that, to the extent any intellectual property is not owned by you, that you have a valid license to use the intellectual property and transfer to Zoom a license to use it, as well, as described below.
5. **WINNER SELECTION AND NOTIFICATION:** Winners will be judged and chosen based on cumulative score in the following categories: Innovation (40%), Quality/Creativity demonstrated in video production (20%), Ability to Scale (20%), Impact of Program (20%). A panel of judges from Zoom’s product marketing, event marketing, sales, and product management teams will score all video submissions. All ties will be broken by the judges. The winner will be notified via email using the e-mail address provided at the time of entry. Winners must acknowledge and respond to any email notice within 10 days or Zoom reserves the right to award a prize to the next runner up in the Promotion. No other notice will be provided. Limit one winner per company
6. **PRIZES:** Two Zoomtopia 2019 entry tickets valued at a combined \$2300 will be awarded to each of the three winners. Prizes are non-transferable and cannot be substituted for like value. Rewards are only valid and redeemable for Zoomtopia 2019. Zoom reserves the right to substitute a prize of equal or greater value in the event a prize is not available at the time of award.

7. **ODDS OF WINNING.** The odds of winning depend upon the number of eligible Entries received during the Entry Period.
8. **ADDITIONAL REQUIREMENTS OF PRIZE WINNERS AND SOME ENTRANTS:** Except where prohibited, Winners and some Entrants will be required to expressly consent to the use of their name(s), image(s) and likeness(es) identifying them as winners of this promotion before receiving a prize. In addition, except where prohibited, Zoom may require Entrants and Winners to sign and return an affidavit of eligibility, and a liability/publicity release (“Affidavit and Release”). The Affidavit and Release will be provided separately if it is required. All documents requested by Zoom, including the Affidavit and Release must be signed, notarized, and returned to Zoom within 14 days of receiving notice. Prize winners will also be required to provide a Social Security Number for tax reporting purposes. If you fail to sign and return the required documents within the required time period or you are otherwise ineligible to receive the prize, you will forfeit the prize.
9. **GENERAL CONDITIONS: Prize winners are solely responsible for any fees, taxes or other costs associated with receiving any prize.** In the event that the operation, security, administration, logistics, feasibility, or circumstances of the Promotion is impaired in any way for any reason, including, but not limited to, technical errors, tampering with Entries, winner selection, any form or fraud, or circumstances beyond its control, Zoom may, in its sole discretion, (a) suspend the Promotion to address the impairment and then resume the Promotion, if possible, in a manner that best conforms to the spirit of these Official Rules, (b) award the prizes according to the best approximation of these Official Rules from among the eligible entries received up to the time of the impairment, or (c) cancel the Promotion if neither above option is practicable or feasible. Zoom reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Promotion or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law. Failure by Zoom to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited. In the event of a dispute as to the owner of an Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. The “authorized account holder” is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
10. **ASSIGNMENT OF RIGHTS; RELEASE AND WAIVER OF CLAIMS WARRANTIES OF OWNERSHIP AND AUTHORITY:** By participating, you assign to Zoom all right, title and interest in and to the Entry without any compensation. Your submission of an Entry and assignment of rights and licenses to Zoom constitutes your express acknowledgement that Zoom, its agents, licensees and assigns have the unconditional right and permission to reproduce, display, publish, publicly perform, modify, create derivative works from, and otherwise use your Entry for any purpose in any media throughout the world, without any requirement for additional review, compensation, or approval. You expressly agree to waive any claim and not to instigate, or authorize any action, against the Zoom on the grounds that any use of the Entry, or any derivative work based upon or incorporating the Entry, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, privacy, publicity and moral rights. You warrant that you have the authority to make this assignment on behalf of yourself, and any person appearing in

the Entry, and any third-party owner of intellectual property. You warrant that no minor appears in the Entry.

11. **DISCLAIMER.** NEITHER ZOOM, NOR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INSURERS, PREDECESSORS, SUCCESSORS OR REPRESENTATIVES (COLLECTIVELY, "ZOOM ENTITIES") MAKE OR GIVE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROMOTION, OR ANY PRIZE OR ENTRANT'S PARTICIPATION IN THE PROMOTION. THE ZOOM ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM THE PROMOTION OR ANY CAUSE, OCCURRENCE OR CONDITION THAT MIGHT CAUSE THE PROMOTION TO BE DISRUPTED, SUSPENDED OR CORRUPTED, INCLUDING: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; AND (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION.

12. **RELEASE AND LIMITATION OF LIABILITY:** Zoom Entities shall not be liable for any claims, demands, damages and causes of action or any costs or expenses relating to the foregoing, arising out of or relating in any way to the Promotion, the Entry, or any prize. By participating in this Promotion, you hereby release and discharge the Zoom Entities from any and all claims, demands, damages and causes of action of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, and in particular any from all claims, demands, damages and causes of action of every kind and nature for damages actual and consequential, past, present, and future, arising out of, or in any way relating the Promotion, the administration of the Promotion, the use of the Entry, any prize awarded, the use or misuse of any prize, and any publicity, advertising or promotion relating to the Promotion and/or the prize, and/or acceptance, possession, use, or misuse of the prize, and you agree to indemnify Zoom Entities for any third party claims related to the same. It is understood and agreed that this is a full, complete, and final general release of any and all claims described as aforesaid, and you agree that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity or otherwise. You have read and fully understand the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are expressly waived. Section 1542 reads as follows:

"Section 1542. (General Release - Claims Extinguished.) 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."

13. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion 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 state of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Zoom in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of

law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

14. **PROMOTION RESULTS:** Prize winners will be posted at the Sponsor location. Names of winners can also be obtained by sending a self-addressed stamped envelope to Zoomtopia Innovation Awards Contest, c/o Zoom, Inc., 55 Almaden Blvd., 6<sup>th</sup> Floor, San Jose, CA 95113.