

## **THE BLACK HAT USA 2020 CONTEST OFFICIAL RULES**

These are the official rules that govern how the Black Hat USA 2020 Contest (the “Contest”) will operate. In these rules, “we,” “our,” and “us” and “Veracode” refer to Veracode, Inc., the sponsor of the Contest. “You,” “yourself,” “I,” “me,” and “my” refers to an eligible Contest entrant.

**CHECK WITH YOUR EMPLOYER:** It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in contents of this sort. If you are participating in violation of your employer's policies, you may be disqualified from entering or receiving prizes. If you are a government employee, you are responsible for understanding the government gift and ethics rules that are applicable to you and you may not be eligible for the Contest. We disclaim any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and prizes will only be awarded in compliance with the employer's policies.

### **1. CONTEST DESCRIPTION**

The Black Hat USA 2020 Contest is run by Veracode. Participants will complete a survey during the Entry Period defined below to enter the Contest. The Contest is voluntary and does not require you to purchase anything from the Contest sponsor.

**THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable international, federal, state and local laws and regulations.

### **2. WHAT ARE THE START AND END DATES?**

The Contest starts at 8 a.m. Pacific Time (“PST”) on Wednesday, August 5, 2020, and ends at 4:30 p.m. PST on Thursday, August 6, 2020 (the “Entry Period”). Entries must be made within the Entry Period to be eligible.

### **3. WHO CAN ENTER?**

To be eligible to win prizes in this Contest, when you make your Entry, you must be:

- 18 years of age or older;
- NOT a resident of any of the following countries: Cuba, Iran, North Korea, Sudan, and Syria (as U.S. export regulations prohibit the export of goods and services to these countries);
- NOT an employee of Veracode or any of its affiliated companies worldwide; and
- NOT an immediate family member (parent, sibling, spouse, or child) or household member of any person identified in the prior bullet point.

### **4. WHAT CONSTITUTES AN ELIGIBLE ENTRY**

To be eligible for consideration an Entry must:

- Be in accordance with the official rules.

Entries may NOT contain, as determined by us, in our sole and absolute discretion, any content that:

- Is or may be considered to be threatening, harassing, degrading or hateful
- Is or may be considered defamatory;
- Is or may be considered fraudulent or tortious;
- Is or may be considered obscene, indecent, profane or otherwise objectionable;
- Is protected by trademark, copyright or other proprietary right without the express prior consent of the owner of such right;
- Is or may be considered to give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense; or
- Depicts the installations or Contest sponsor in an inappropriate manner.

While your Entry may be in any language, we cannot guarantee that we will be able to determine that an Entry in any language other than English satisfies the eligibility criteria. We reserve the right to reject any Entry, in our sole and absolute discretion, that we determine does not meet the above criteria.

## **5. HOW TO SUBMIT YOUR ENTRY**

Complete and submit an online survey from Veracode about your AppSec needs via the link provided at one of the following locations: (i) pre-show emails related to the Black Hat USA 2020 virtual event; (ii) the Black Hat USA 2020 landing page on veracode.com; or (iii) Veracode's virtual booth at the Black Hat USA 2020 virtual event. One winner will be chosen at random at the end of the Contest.

We are not responsible for Entries that are not made during the Entry Period, or that we are unable to access, for any reason, or for Entries that are not decipherable for any reason. We are also not responsible for any typographical errors in any materials associated with the Contest.

We will automatically disqualify any incomplete or illegible Entry and any Entry that we receive that does not meet, or which we cannot determine if it meets, the requirements described above and in Section 4. We are not required to notify you if we disqualify your Entry at any time during or after the Entry Period.

## **6. HOW ENTRIES WILL BE JUDGED**

Veracode, in its sole discretion, will select one winner at random at the end of the Contest, to be awarded the prize.

## **7. THE PRIZE**

If you are selected as the winner of this Contest, you will be awarded a Yeti Tundra 35 hard cooler in chartreuse.

Please note:

- The prize will be awarded to you and you shall ensure it is used and/or distributed in accordance with your company's policies if applicable;
- You may not exchange your prize for cash or any other merchandise or services;
- You may not designate someone else as the winner (if you are unable or unwilling to accept the prize, we may award it to an alternate potential winner or not at all); and
- If you accept the prize, you will be solely responsible for all applicable taxes related to accepting the prize;

- If a prize cannot be awarded due to circumstances beyond Veracode's control, Veracode reserves the right to present any winner with a different prize of equal monetary value.

Odds of winning are affected by the number of eligible Entries received during the Entry Period.

## **8. HOW WINNERS WILL BE NOTIFIED**

If you are a winner, we will notify you by email. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate winner or not at all.

Allow two (2) weeks after notification for receipt of tracking information for the prize, which will be sent by our method of choice.

## **9. OTHER CONDITIONS YOU ARE AGREEING TO**

By entering this Contest you agree:

- To abide by these Official Rules;
- To the extent allowed by law, to release and hold harmless Veracode and its respective parents, subsidiaries, affiliates, directors, employees and agents, from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, your participation in this Contest or any prize won;
- That the decisions of Veracode will be final and binding on all matters related to this Contest; and
- This Contest will be governed by the laws of the Commonwealth of Massachusetts, and you consent to the exclusive jurisdiction and venue of the Massachusetts courts (state and federal) located in Boston, Massachusetts, USA for any disputes arising out of this Contest.

## **10. CONTEST SPONSOR**

Veracode, Inc. is the sponsor of this Contest. Contact details for Veracode are as follows:

Veracode, Inc.  
65 Network Drive  
Burlington, MA 01803  
339-674-2656

Yeti is not a sponsor of, or responsible for any aspect of this Contest and shall have no liability related to this Contest in any manner whatsoever.

## **11. YOUR PRIVACY**

Veracode's Privacy Policy will apply to this Contest, to any information you submit to us, and to any and all information that we receive from you if you are chosen as a prize winner. The Privacy Policy is available at <http://www.veracode.com/legal-privacy>.

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