



**VMware TechTuesday – Certificate of Attendance (e-copy)**  
**TERMS & CONDITIONS**

1. This VMware Up Your Infra Game with Kubernetes Webinar Certificate of Attendance (e-copy) ("**Contest**") is open only to residents of one of the following countries (each, a "**Participant**").  
  
Singapore, Brunei, Malaysia, Indonesia, Thailand, Philippines, Vietnam, Myanmar, Cambodia, Laos, Pakistan, Bangladesh, Sri Lanka, Bhutan, Maldives, Nepal
2. Employees of VMware, Inc., VMware International Unlimited Company, and their affiliates (collectively, "**VMware**"), VMware's partners and companies associated with this Contest, including their immediate families, are ineligible to enter. Participants from the public sector (government) may enter but are subject to, among others, Section 23 below.
3. The promoter of this Contest is VMware International Unlimited Company ("**Promoter**").
4. This contest runs in the months of August & September 2021 ("**Contest Period**"). Dates are subject to changes based on confirmed event dates.
5. No purchase of goods, services or licenses is required to participate in the Contest.
6. To participate in the Contest, the Participant must:
  - (i) Be at least 21 years of age.
  - (ii) Accept and comply with these terms and conditions as well as any other requirements set out in the promotional materials, if any, (collectively, the "**Terms**").
  - (iii) Complete and submit the Contest entry form (by registering for the webinars and attending the webinars) to the Promoter ("**Submission**").
7. A Submission shall only be deemed complete once it has been received by the Promoter within the Contest Period in accordance with the Terms herein. The Promoter accepts no responsibility for late, incorrect or incomplete Submissions or Submissions which are not received for any reason including as a result of any technical delay, failure or defect.
8. Each Participant may only submit one (1) Submission for the Contest. Participants who submit multiple Submissions will be disqualified.
9. Participants found tampering with or abusing any aspect of the Contest, as solely determined by the Promoter, will be disqualified.
10. Submissions which contain obscene, provocative or otherwise objectionable content will be rejected. The Promoter retains the right and sole discretion to determine what constitutes content which is obscene, provocative or objectionable.
11. By entering this Contest and submitting the Submission to the Promoter, the Participant agrees and acknowledges the following:
  - (i) All Submissions become the property of the Promoter.



- (ii) By submitting a Submission, Participants irrevocably assign any intellectual property rights they may have in the content of their Submission (including their response to the question(s) therein) and consent to waive any moral rights they may have therein.
- (iii) At the Promoter's request, the Participant must execute all documents and do all acts required to give effect to, perfect and/or record such assignment. When the Participant assigns its rights in the Submission to the Promoter, the Participant no longer owns the Submission or has any rights over the same, and the Promoter becomes the owner of the Submission and therefore has all the rights of an owner to deal with the Submission in any manner as it deems fit, without having to seek permission from the Participant or anyone else.
- (iv) The Promoter may use the Submission (or any part thereof) for display on its website(s) or any other publicly accessible materials including social media, brochures and related documentation.
- (v) The Promoter may use the Submission (or any part thereof) for any purpose, at any time, without any fee or compensation whatsoever to the Participant or any third party.
- (vi) The Promoter may reject, delete or modify the Submission (or any part thereof) without prior notice or liability, and for any reason whatsoever.
- (vii) The Participant agrees to receive marketing material and related communication from VMware, VMware's partners and companies associated with this Contest.
- (viii) Entry into this Contest shall be deemed to be acceptance of these Terms.

## **Judging**

- 12. Submissions which do not meet the Terms herein, as determined at VMware's sole discretion, may be rejected without notice or liability to the Participant.
- 13. There shall only be one (1) Certificate of Attendance (e-copy) for each Participant and the Certificate will be awarded based on the webinars they have attended.
  - (i) The participant will need to stay till the end of the webinar.
  - (ii) The Certificate of Attendance (e-copy) will be announced by 15 September 2021 after the Participant have completed the webinar(s) in the months of August & September 2021.
- 14. The Participant will be contacted via the e-mail address provided in the Submission. In the event that the Promoter (having used its reasonable efforts to do so) is unable to contact the Participant within a reasonable period of notification then the Promoter reserves the sole right (without liability whatsoever) to forfeit the certificate.

## **Certificate**

- 15. The Participant will receive the following:
  - One (1) Certificate of Attendance (e-copy).



16. The Certificate is not transferable and cannot be taken as cash.
17. Delivery of the Certificate will be made as soon as possible. The Promoter will use reasonable efforts to email the Certificate to the Participant within thirty (30) days from the date of the last webinar – i.e. 8 September 2021.
18. The Promoter will not be liable if the Certificate fails to reach the Participant due to the Participant provision of inaccurate or incomplete contact information in the Submission.

## General

19. It is the Participant's responsibility to ensure that acceptance of this Certificate does not violate any laws or regulations of any kind, including but not limited to any conflict of interest, or gift policies in effect at the Participant company or organization of employment, or public office taken. Should the Participant not respond or satisfy these requirements, the Promoter reserves the right and sole discretion (without liability) to select and not award the Certificate.
20. The Promoter reserves the right to withdraw, delay or modify this Contest (including the Terms herein) in part or full, without prior notice or liability whatsoever.
21. The Participant further agrees to the following:
  - (i) The Participant releases and agrees to hold harmless VMware and its directors, officers, employees, contractors, vendors and agents, from any and all claims, demands, actions, liability, losses or damages, costs and expenses of any kind, whether to person or property or direct or indirect, with respect to the conduct of, or the Participant's participation in the Contest and/or caused by or resulting from the Participant's acceptance, possession, use, misuse or non-use of the Certificate (where applicable).
  - (ii) To the maximum extent provided by applicable law, and notwithstanding anything to the contrary, this Contest and the Certificate are each made available on an "AS IS" basis without any warranty from VMware. VMware disclaims all warranties in relation to this Contest and the Certificate including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, as well as any express warranties provided elsewhere in relation to this Contest and the Certificate.
  - (iii) In no event will VMware be liable to the Participant or any other party for any claim for loss, including without limitation, time, money, goodwill, any lost or damaged data (including, without limitation, the loss of or damage to any user content) and any consequential damages, which may arise from the Participant's participation in this Contest or the Participant's use, operation or misuse of the Certificate, even if VMware has been advised of the possibility of such damages.
  - (iv) Notwithstanding anything herein, VMware's aggregate liability under this Contest, regardless of the form of action, will not exceed the lesser of the recommended value of the Certificate or the sum of United States Dollars Ten Thousand (US\$10,000) only.



22. For public sector (government) Participants, if the Participant is an official or employee of a government agency or a government-linked organization, the Promoter will consider the Certificate as an "*agency donation*" directly to the Winner's agency or organization (in compliance with the rules and regulations of that agency or organization) and not to the individual Winner. In such a situation, the said agency or organization shall then decide which individual(s) will be entitled to utilize the Certificate.
23. The Promoter reserves the sole right and discretion to disqualify anyone in breach of these Terms.
24. The Promoter's decision is final on all matters relating to this Contest and no correspondence will be entertained. In case of any dispute or difference in respect of this Contest, the decision of the Promoter shall be final and binding in all respects.
25. Personal information of the Participant collected by the Promoter, if any, will be held in accordance with VMware's privacy policy, a copy of which is located at <http://www.vmware.com/help/privacy.html>.
26. This Contest and these Terms are governed by the laws of Singapore without regard to conflict of law principles, and the parties consent to the exclusive jurisdiction of the Singapore courts for resolution of any disputes arising therefrom. The Contracts (Rights of Third Parties) Act (Cap 53B) shall not apply.
27. VMware is a registered trademark of VMware, Inc. in the United States and other countries. Other company, product or services names may be trademarks or services marks of others. © Copyright VMware 2021. All rights reserved.

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