## Splunk .conf2015 TriviaTuesday Sweepstakes Official Rules

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

WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) WITHIN TWELVE (12) HOURS OR ANOTHER TIME FRAME SET FORTH IN THE NOTICE FROM SPONSOR OR PRIZE MAY, IN SPONSOR'S SOLE DISCRETION, BE FORFEITED.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER, INC. ("TWITTER"). A VALID TWITTER ACCOUNT AND INTERNET CONNECTION ARE REQUIRED FOR ENTRY.

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

#### **OVERVIEW:**

The Splunk .conf2015 TriviaTuesday Sweepstakes ("Sweepstakes") is sponsored by Splunk Inc. ("Splunk"). The Sweepstakes will begin when Sponsor posts a call-to-action Tweet to its @splunkconf Twitter Account (the "CTA Tweet") that will invite potential participants to tweet an answer to the trivia question posted by the sponsor (the "Trivia Question") on its @splunkconf Twitter account during the applicable Weekly Entry Period (defined below). The CTA Tweet will be posted every Tuesday at approximately 9:00:00 a.m. Pacific Time ("PT") between June 30, 2015 and August 4, 2015 ("Sweepstakes Period"). The Sweepstakes Period will be divided into six (6) "Weekly Entry Periods" each of which begins and ends at the times specified in table below.

Weekly Entry Period	Begins	Ends
1	6/30/2015 at 9:00:00 a.m. PT	6/30/2015 at 04:00:00 p.m. PT
2	7/7/2015 at 9:00:00 a.m. PT	7/7/2015 at 04:00:00 p.m. PT
3	7/14/2015 at 9:00:00 a.m. PT	7/14/2015 at 04:00:00 p.m. PT
4	7/21/2015 at 9:00:00 a.m. PT	7/21/2015 at 04:00:00 p.m. PT
5	7/28/2015 at 9:00:00 a.m. PT	7/28/2015 at 04:00:00 p.m. PT
6	8/4/2015 at 9:00:00 a.m. PT	8/4/2015 at 04:00:00 p.m. PT

During the Sweepstakes Period, an eligible entrant (see eligibility requirements below) may enter the Sweepstakes by posting an "Entry Tweet" from his or her Twitter account that (i) includes the hashtags

"#enter" and "#splunkconf" and (ii) includes an answer to the Trivia Question for the applicable Weekly Entry Period. A random drawing will be conducted within approximately one (1) day after the end of each Weekly Entry Period to select the winners from among all eligible entries received.

Only Twitter handles associated with an individual may be used for entry in this Sweepstakes. Entries received from a Twitter account associated with any organization, company, corporation, partnership or other entity will be void.

#### **ELIGIBILITY**:

This Sweepstakes is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia, (but not Puerto Rico or any other U.S. territory, possession, or overseas military installation), Australia, Canada (excluding Quebec), Denmark, Finland, France, Germany, India, Ireland, Israel, Italy, the Netherlands, New Zealand, Norway, Philippines, Russia, Singapore, South Africa, Sweden, Switzerland, Taiwan, Thailand, or the United Kingdom (also referred to in these Official Rules as the "Territories") who are at least twenty one (21) years old and the age of majority in their jurisdiction of primary residence. The Contest is not open outside of the Territories or to any persons who is (1) a citizen or permanent resident of any country on which the United States has embargoed goods/services and/or imposed sanctions (e.g., Cuba, Iran, North Korea, Sudan, or Syria) or (2) to whom Sponsor would otherwise be prohibited from awarding a prize by applicable U.S. export controls and sanctions or other law. Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of Sponsor or their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest and advertising, promotion, and public relations agencies, as well as any other entity participating in the design, administration, or fulfillment of the Contest (collectively, the "Released Parties") are not eligible to win. For purposes of this Contest, "family members" is defined as any spouse, domestic partner, parent, legal guardian, sibling, child, legal ward, grandparent, grandchild, or the spouse or domestic partner of any such person. This Contest is void where prohibited by law.

# TO ENTER:

To enter the Sweepstakes, post an Entry Tweet from your Twitter account during the Sweepstakes Period that (i) contains the hashtags "#enter" and "#splunkconf" and (ii) includes an answer to the Trivia Question for the applicable Weekly Entry Period. Your Entry Tweet will appear on your Twitter feed. Entry Tweets must be received and identifiable by Sponsor during the Sweepstakes Period. Sponsor, at its sole discretion, may accept or disqualify an Entry Tweet that contains either a technically incorrect required unique term or content that: (i) does not contain an answer to the Trivia Question or is not relevant to the Trivia Question, (ii) is superfluous to the required content, or (iii) otherwise violates these Official Rules. Entry Tweets that are not both actually visible and received by Sponsor will not be entered into Sweepstakes. For purposes of this Sweepstakes, an Entry Tweet is "received" when the Twitter Web Site (defined below) records your Entry Tweet and it is visible to Sponsor. Incorrect and/or incomplete Tweets, Tweets received outside the Sweepstakes Period (as determined by Sponsor), and/or Tweets that contain obscene, offensive, or any language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void. All Tweets must comply with the Twitter Terms of Service and Twitter Rules available at www.twitter.com (the "Twitter Web Site").

NOTE ABOUT MOBILE: If you opt to receive Sponsor's Tweets and messages, including any Sweepstakes-related Tweets, via your wireless mobile device (which service may only be available via

select devices and participating wireless carriers and is not required to enter), you will be charged for standard text messaging sent and received from your mobile device according to the terms in your wireless service provider's calling or data plan. Normal airtime and carrier charges and other charges may apply to text messages and will be billed on your wireless phone bill or deducted from your pre-paid balance. Each wireless carrier's rate plan may vary, and you should contact your wireless carrier for information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes via mobile or text message means that you understand and agree that you may receive additional text messages from Sponsor relating to this Sweepstakes, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging and wireless service are not available in all areas, from all mobile phone service carriers, and with all mobile phones, handsets, or other devices. Check your phone's capabilities for specific instructions and your wireless service provider's calling or data plan.

You may enter as many times as you would like during the Sweepstakes Period, but you may only enter from one account and each of your Entry Tweets must be original and contain a materially different content from any of your previous Entry Tweets. Retweets of other Entry Tweets will not count as an entry in this Sweepstakes. Entry attempts using multiple Twitter accounts, by retweeting Entry Tweets, or by posting Entry Tweets that are identical or substantially similar to previous Entry Tweets are void and persons engaging in such conduct may, in Sponsor's sole discretion, be disqualified. The answer in your Entry Tweet need not be acknowledged by Splunk in order to qualify as an entry into this Receipt of entries will not be acknowledged or returned. Facsimiles, mechanical reproductions, alterations, garbled, incomplete, incomprehensible, misdirected, lost, late, mutilated, or forged entries, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Participants who do not abide by these Official Rules will be disqualified. Entries made by any other individual or any entity, and/or originating at or using any other web site, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified from this Sweepstakes. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor and its representatives to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules, which will be final and binding in all respects.

Sponsor may not be able to view Entry Tweets, receive or send direct messages, or otherwise receive entries or detect participation from Twitter users with "protected" updates (*i.e.*, where user has set their account so that only people the user has approved can view their updates) due to the way Twitter operates its service. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect an Entry Tweet from being located using a search to find eligible entries. Sponsor may not be able to communicate with a participant via some of the Twitter Web Site features if participant does not "follow" Sponsor's @splunkconf account on the Twitter Web Site. Each participant may discontinue following Sponsor or having a Twitter account at any time, but doing so may mean that Sponsor cannot receive or provide communications for purposes of administering this Sweepstakes, which could result in participant being disqualified or ineligible to win a prize. Sponsor is not responsible for changes to the Twitter Web Site or its functionality that may interfere with the Sweepstakes or ability of a participant to timely enter or otherwise participate at all, including, without limitation, with respect to Twitter's @Reply or direct message function. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect an Entry Tweet from being located using a search to find eligible entries.

## **SUBMISSION REQUIREMENTS**

Entry Tweets must, in Sponsor's sole discretion, meet all of the following requirements or the associated Entry will be disqualified:

- Entry Tweets must be written in English, must contain the hashtags "#enter" and "#splunkconf" and must include an answer to the Trivia Question.
- Entry Tweets must not create or imply any association between Sponsor and any individual, entity, or anyone else or his, her, or its products or services.
- Entry Tweets must NOT identify, reference, or depict any company other than Sponsor or any other company's brands, products, or services.
- Entry Tweets must NOT contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products or commercial artwork.
- Entry Tweets must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, trademark, trade secret, or right of privacy or publicity.
- Entry Tweets must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, any Released Party, or any third party.
- Entry Tweets must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
- Entry Tweets must be suitable for presentation in a public forum.
- Entry Tweets must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or any other products or services.
- You agree that your participation in the Sweepstakes and agreement to these Official Rules and any Released Party's display and use of the Entry Tweets will not violate any agreement to which you are a signatory or party.
- You agree to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of your Entry Tweets.

Sponsor reserves the right in its sole discretion to disqualify from the Sweepstakes and/or remove from displaying or publishing any Entry Tweet that, in its sole discretion, refers, depicts, or in any way reflects negatively upon a Released Party, the Sweepstakes, or any other person or entity or does not comply with these requirements or these Official Rules.

## WINNER SELECTION/NOTIFICATION:

Odds of winning will depend upon the total number of eligible entries received.

There will be one (1) winner in each Weekly Entry Period, for a total of six (6) winners in this Sweepstake. One (1) potential winner will be selected in a random drawing from among all eligible Entry Tweets received for that Weekly Entry Period. The drawing will take place within approximately one (1) business days of the close of the Weekly Entry Period. There will be six (6) total drawings and six (6) prize winners over the course of the Sweepstakes. Drawing will be conducted by Sponsor's designated representative, whose decisions regarding the random drawing will be final. Within approximately one (1) day of the drawing, Sponsor or its designee will attempt to notify potential winner that he or she may have won a prize by using the direct message feature on Twitter for the user account that posted the potentially winning Entry Tweet. Potential winner must respond within twelve (12) hours according to the instructions in the notification, or prize and any further participation may be forfeited in Sponsor's sole

discretion. If potential winner is not a follower of Sponsor, then potential winner will have to set their potentially winning Twitter account to follow Sponsor (so that Sponsor will be able to send a private direct message via Twitter) within the time stated in the notice of Sponsor's submission of an @Reply to the potential winner or else Sponsor may disqualify that potential winner's entry. Potential winner may discontinue following Sponsor after the completion of the eligibility verification and prize fulfillment procedures. It is each potential winner's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his or her Twitter account for any such direct messages or @Replies.

The potential prize winner may, in Sponsor's sole discretion, be required to complete, sign, have notarized (if applicable), and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents, if applicable (collectively, "Prize Winner Documents"), any or all of which may require the potential winner to provide his or her Social Security Number, and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within five (5) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. If any prize, prize notification, or other Sweepstakes communication is returned as undeliverable, or if a selected winner cannot be reached or does not respond as instructed, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any reason. By accepting a prize in this Sweepstakes, the winner represents that accepting the prize is in compliance with winner's corporate gift receiving or similar policy.

# PRIZES & APPROXIMATE RETAIL VALUE ("ARV"):

Subject to verification, one (1) prize winner for each Weekly Entry Period will receive a prize consisting solely of the following: complementary admission for the one (1) person to Sponsor's .conf2015 Worldwide Users' Conference (".conf2015"), currently scheduled to be held between September 21, 2015, and September 25, 2015, in Las Vegas, NV. ARV of each Weekly Entry Period prize: US\$1,695. The prize does not include travel to/from Las Vegas, hotel accommodations, or any other costs associated with attending .conf2015.

Winner will be provided with contact information for a designated Sponsor representative, who will coordinate redemption of the prize and registration by winner for .conf2015. Prizes expire on September 25, 2015. Prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. All federal, state and local taxes, as well as any other costs or expenses associated with prize acceptance or attendance at .conf2015 and not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of each winner. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. Prize may not be sold or otherwise offered for sale, barter, or auction. No more than the stated prize will be awarded. By participating in this

Sweepstakes and accepting a prize, you represent and warrant to the Released Parties that such participation or acceptance does not violate any rule or policy of your employer.

#### LIMITATION OF LIABILITY:

EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDING OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES OR PARTICIPATING ELIGIBLE COUNTRY ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. 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."

ADDITIONAL DISCLAIMERS: The Released Parties are not liable to any winner, an entrant or any person claiming through such winner or entrant for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist act, terrorist act, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Party, the entrant, or by human or other error: lost, late, incomplete, misdirected, stolen, garbled or illegible entries; address changes of entrants or entries not received in accordance with these Official Rules; viruses or technical or mechanical malfunctions; interrupted or unavailable telephone, cable or satellite systems; technical, hardware or software malfunctions of any kind, or unavailable network or Internet service provider connections; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications; errors, typos or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; failures of the Twitter platform or any of the equipment or programming associated with or utilized in the Sweepstakes; unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, insufficient space in entrant's e-mail or Twitter account to receive e-mail or Twitter messages, or entrant's inability to receive Twitter messages due to his or her Twitter account settings or discontinuation of his or her Twitter account. Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend all or any part of the Sweepstakes if it becomes incapable of running as planned for any reason, or if any causes beyond the reasonable control of Sponsor corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, and award the prize from eligible entries, if any, received prior to cancellation, modification, or suspension. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of this Sweepstakes, or to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. Participants agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void the entry of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO ALTER OR DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISOUALIFY SUCH INDIVIDUAL AND TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES/GOVERNING LAW/GENERAL: This Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of laws principles, Any legal actions, suits or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in San Francisco County, California. By entering, and as a condition of entry, each entrant agrees, to the extent permitted by applicable law: (1) TO ACCEPT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS OF SAN FRANCISCO COUNTY, CA, BOTH FEDERAL AND STATE, FOR RESOLUTION OF ANY DISPUTES IN CONNECTION WITH THE SWEEPSTAKES; (2) to be fully and unconditionally bound by, and to waive any right to claim ambiguity in, these Official Rules; (3) that the decisions of the Sponsor are final and binding on all matters relating to the Sweepstakes, including interpretation of these Official Rules and awarding of the prizes; (4) to the use of his/her name, voice, likeness, biographical data, Entry Tweet, quotes attributable to him/her, and/or any other indicium of persona for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide (including online) in perpetuity by the Sponsor, its promotional partners, and third-party marketing entities, without additional compensation, review, or approval, except in Tennessee and where otherwise prohibited by law (but nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve such use); (5) that any and all disputes between the entrant and any Released Party, including, without limitation, any claims and causes of action arising out of or connected with this Sweepstakes, the prizes awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; and (6) that in the event of any dispute between the entrant and any Released Party: (a) the entrant will not be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential or special damages, lost profits and/or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10); (b) entrant further waives all rights to have damages multiplied or otherwise increased; and (c) entrant's remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PROVISION (6) ABOVE MAY NOT APPLY TO ALL ENTRANTS.

In the event that any provision in these Official Rules is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms, as if the invalid or illegal provision were not contained herein. Sponsor's failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right. No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, it will be resolved in Sponsor's sole discretion. EACH ENTRANT ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS A WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON THE WINNERS LIST.

For residents of the Netherlands only, the Sponsor states that it acts in accordance with the Code of Conduct for Promotional Games of Chance 2006.

## WINNER'S LIST/OFFICIAL RULES:

For a copy of these Official Rules or to find out who won, send an email indicating either "Splunk .conf2015 TriviaTuesday Sweepstakes: Rules" or "Splunk.conf2015 TriviaTuesday Sweepstakes: Who Won?" to mgibbs@splunk.com. Requests for Official Rules must be received during the Sweepstakes Period; requests for a list of winners must be received within three (3) months of the close of the Sweepstakes Period.

**SPONSOR:** Splunk Inc., 250 Brannan Street, San Francisco, CA 94107