

**Enavate Booth and Session Contest Terms and Conditions Official Rules** (the “Official Rules” or these “Rules”)

THE 2021 ENAVATE HOLDINGS, LLC DYNAMICSCON FALL CONTEST (THE “CONTEST”) IS OPEN TO INDIVIDUALS WHO ARE CLIENTS AND PROSPECTIVE CLIENTS OF ENAVATE HOLDINGS, LLC (“SPONSOR”), LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHO ARE TWENTY-ONE (21) YEARS OLD OR OLDER AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED BY LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT LOCATED IN THE 48 CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA OR UNDER THE AGE OF TWENTY-ONE (21). NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED TO PARTICIPATE. By entering, each person who enters the Contest (each an “Entrant”) accepts and agrees to abide by the Official Rules. Contest sponsored by Enavate Holdings, LLC, with offices at 7887 E. Belleview Avenue, Suite 600, Englewood, CO 80111. To Enter the Contest: Visit the Enavate profile page on the DynamicsCon website to access the contest link page or visit the DynamicsCon contest page directly during the period from Thursday, September 9<sup>th</sup> thru to Monday, October 4<sup>th</sup>, 2021 and/or virtually attend Enavate’s Sponsored Session on the GP track being held on Monday, September 20<sup>th</sup>, 2021. No other methods of entry of the Contest will be accepted. Each Entrant must enter using a valid email and shipping address and follow the directions to participate in the Contest, as directed, between 2:00 p.m. ET on Thursday, September 9<sup>th</sup>, 2021 and 06:00 p.m. ET on Monday, October 4<sup>th</sup>, 2021 (the “Contest Period”). To enter the Contest, each Entrant must provide their first and last name, job title, company name, company mailing address (street address, city/town including zip code), phone number, valid e-mail address, must virtually attend the Enavate sponsor profile page on DynamicsCon or the Enavate DynamicsCon contest page directly and/or attend Enavate’s Sponsored Session on the GP track, and confirm that they have read and agreed to these Official Rules. In case of dispute as to identity of a winner, the declared winner will be the registered user (meeting eligibility criteria) of the e-mail account that was used to submit the winning entry, and if a prize is won, it will be awarded to that registered user. Entrant expressly acknowledges that Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to his/her entry and that Sponsor shall have no liability to Entrant or to any third party in conjunction therewith. Sponsor assumes no responsibility for failed, lost, late, inaccurate, illegible, incorrect, misdirected, garbled, damaged or delayed electronic or other communications or other technical problems related to the entries. Sponsor also is not responsible for any technical, hardware or software malfunctions, misdirected entries, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, lost, late, illegible, misdirected, garbled, damaged or delayed electronic or other communications or other technical problems related to any or all entries. Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process or the operation of the website(s) used by Sponsor to run the Contest, or who otherwise violates these Rules. Entrants may only submit one entry (By submitting the form on the Contest page until October 4<sup>th</sup> or attending the Enavate Sponsored session on September 20<sup>th</sup>) and must follow the requirements listed or their entry will be disqualified. Use of a false email account will disqualify an entry. All entries become the property of Sponsor. No joint/group entries will be permitted. Each Entry must meet all of the requirements

specified in these Rules and must comply with all of the following obligations or it will be disqualified:

**GRANT OF RIGHTS IN ENTRY:** Entrant agrees to receive e-mail, mail and sales offers from Sponsor.

**SELECTION OF FINALISTS/WINNERS: JUDGING:** On or about Monday, October 4th, 2021 (provided that DynamicsCon has provided to Sponsor the session attendee list), the Sponsor will perform a random drawing to select the winners from all eligible entries received during the Contest Period. Winner(s) will be notified on or about Wednesday, October 20th, 2021 (provided that DynamicsCon previously has provided to Sponsor the session attendee list) by an email sent to the email address specified on the winning entry form. If a winner cannot be contacted at this email address, is contacted and does not respond as directed within fourteen (14) days of the attempted notification, refuses the prize or is ineligible to accept the prize, then prize will be forfeited and may be awarded to an alternate winner. All prizes claimed in accordance with the Official Rules will be awarded. Winners may be required to provide a shipping address to claim a prize. Allow 5 - 6 weeks for delivery of the prize.

**ENAVATE BOOTH AND SESSION PRIZES:** One (1) first prize winner will receive an Oculus Quest 2 valued at \$299 USD. If required by law, Prize winner will be issued an IRS 1099 Tax Form reflecting the fair market value of the prize. Any and all applicable local, state and federal taxes are the sole responsibility of the winner and not of the Sponsor. No prize substitution except at Sponsor's sole discretion, and only then for a prize/prize component of approximately equal value (as determined by Sponsor in its sole discretion). Prizes are not transferable. By entering the Contest, each Entrant accepts and agrees to these Rules and the decisions of the Contest judges and Sponsor, which shall be final and binding in all respects. Return of any prizes or notification as undeliverable will result in disqualification, and an alternate winner may be selected by Sponsor.

**Other Conditions:** Neither Sponsor nor any of its affiliates, subsidiaries, parent corporations, nor any of their respective officers, directors, shareholders, employees and agents, nor any Internet servers or access provider(s) shall be responsible or liable for any damages, loss or injury resulting from Entrants' participation in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prizes awarded in connection with this Contest. Entrants and Winners assume sole liability for all injuries, including personal injuries, illness, death and/or damage to property, caused or claimed to be caused by participating in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prize awarded. Sponsor is not responsible for any: incorrect or inaccurate entry or DynamicsCon booth data information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including any injury or damage to Entrant's or any other person's computer or mobile phone relating to or resulting from participation in this Contest; inability to access the website; theft, tampering, destruction, or unauthorized access to, or alteration of entries and/or DynamicsCon data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site; printing or other errors; or any combination thereof. Proof of entering information at Sponsor's website or via Sponsor's social media account(s) is not considered proof of delivery or receipt. Incomplete entries will be disqualified. False and/or deceptive entries or acts shall render the applicable Entrant ineligible. By entering the Contest, Entrant agrees to be added to the email marketing list of Sponsor until such time as Entrant opts-out.

**Eligibility:** Contest is open to citizens of the forty-eight (48) contiguous United States and The District of Columbia, twenty-one (21) years or older. Employees (and their immediate family members) of Sponsor, their respective

affiliates, subsidiaries and related companies, and agencies are not eligible to participate in and/or to win the Contest. Void in Alaska, Hawaii and where prohibited or restricted by law. RELEASE: BY ENTERING THIS CONTEST, AND AS A CONDITION OF PARTICIPATION IN THE CONTEST REFERENCED ABOVE, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ANY PROMOTIONAL PARTNERS, EACH OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INCLUDING PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, RIGHTS, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), LIABILITIES, OR CAUSES OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE CONTEST OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, ILLNESS, DEATH, DISMEMBERMENT, LOST WAGES, AND/OR PROPERTY LOSS OR DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. THIS PROMOTION IS BEING MADE EXCLUSIVELY BY SPONSOR, AND NONE OF SPONSOR'S AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES WILL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THEIR PARTICIPATION IN THIS OFFER OR ANY PRIZE AWARDED. Force Majeure: If, for any reason, Sponsor determines in its sole discretion that the Contest (in whole or in part) is not capable of running as originally planned, including without limitation, as a result of any labor dispute, strike, riot, civil commotion, equipment/programming failure or malfunction, tampering/unauthorized human intervention, fraud, fire, flood, storm or other natural cataclysm or any other cause beyond the control of Sponsor which, in Sponsor's sole discretion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. In such event, Sponsor will determine the winning entry or entries and the specific prize won by each winning Entrant in a manner deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such actions by Sponsor will be posted on Sponsor's website. Sponsor has the right to cancel, terminate or modify this Contest if it cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor's control, including, without limitation, insufficient volume of eligible entries, and to select winners from eligible entries received on or before the termination date Sponsor is not responsible for any failure to contact Entrants, whether due to technical or human error. DISPUTE RESOLUTION/CHOICE OF FORUM: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and in accordance with the laws of the State of Colorado without regard to its principles of conflicts of law, and jurisdiction and venue shall be solely within the State of Colorado; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. ALL ISSUES AND

QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST AND THE PROMOTION THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF COLORADO OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF COLORADO. Further, no action, regardless of form, arising out of or relating to the Contest, may be brought by Entrants more than 180 days after the occurrence of the event(s) giving rise to such action. SEVERABILITY: Should any provision of these Rules be held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. WINNERS LIST: For name of the prize winner(s), available after Friday December 3rd, 2021, send a self-addressed stamped envelope to Enavate Holdings, LLC, 7887 E. Belleview Avenue, Suite 600, Englewood, CO, 80111. Requests must be received by Friday, December 10th, 2021. Names of prize winners (first name, last initial) may also be posted through email, mail, website and social media.