

BARAMUNDI SOFTWARE USA, INC.
BEERSTEIN HOLDING CONTEST
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.**

2. **HOW TO ENTER:** The Contest begins on November 13th, 2024 at or about 8am Central Daylight Savings Time (“CDT”) and ends on November 14th, 2024 at 5 pm CDT (the “Contest Period”). You may return to our booth to enter again; however, no more than one entry per day per person is permitted. Between 11/13/2024 and 11/14/2024 entrants will compete to hold one (1) liter stein filled to the brim with liquid in one (1) liter cans and held by a straighta ninety-degree (90°) arm in front of entrant, parallel to the floor with elbows locked. Once entrant’s elbow bends or spills/drops the stein, the time will be stopped, and the Contest ends for this entrant. Only steins provided by Sponsor specifically for the Contest can be used for the Contest. Entrants who drink out of the Sponsor supplied stein will be disqualified. No other stein may be substituted for the stein that Sponsor provides contestants. Each round of stein hoisting will consist of approximately one (1) to six (6) participants. Entry is not limited. A Sponsor representative will record the time of every entrant holding his or her stein. From all the completed rounds each day, a daily winner with the longest stein hoisting time will be selected as the winner of the day (“Winner of the Day”). In the event there is a tie between two (2) or more entrants, the lot decides the winner for the day. From all Winners of the Day, the entrant with the longest time recorded will be deemed as the grand prize winner. In the event there is a tie between two (2) or more Winners of the Day, the lot will decide the winner of the grand prize. Multiple entrants are permitted to share the same address.

3. **ELIGIBILITY:** Open to participants of the “SpiceWorld 2024, 21 years of age and older as of November 13th, 2024, except for employees of BARAMUNDI SOFTWARE USA, INC. (“**Sponsor**”), ITS affiliates, subsidiaries, and agencies (collectively “**Promotion Parties**”), and members of their immediate family or persons living in the same household. Void where prohibited.

4. **CONTEST:** The contestant who can hold their stein with proper form (as described in the rules in Section 2 above, the “Contest Rules”) for the longest without being disqualified by the judge(s) will be considered the winner. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering this contest, the Contestant accepts and agrees to these Official Rules and the decisions of the judges, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Promotion Parties to use the winner’s name, and likeness and biographical information for marketing purposes, including social media posts, without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

5. **LIMITATION OF LIABILITY:** By entering this contest, Contestants waive all right to, and hold the Promotion Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this contest, the acceptance, use, or misuse of any prize. Contestants agree that the Promotion Parties: (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without

limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from contestant's acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Promotion Parties will not be responsible for: late, incomplete, or incorrect participation; an Contestant's failure to receive prize notices due contestant's physical absence after the contest at the trade fair or provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this contest; by any human error which may occur in the processing of the entries in this contest; or any typographical, technological, or other error in the publishing of the offer, administration of the contest, or announcement of the prize[s]. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the contest, or if errors or difficulties, including technical difficulties (including viruses and bugs) compromise the integrity of the contest, Sponsor reserves the right to request that the judge(s) in their sole discretion, cancel or modify this contest in a manner deemed appropriate by the judge(s) and the Sponsor.

6. **PRIZE[S]: [PRIZE LEVELS, NUMBER OF PRIZES IN EACH LEVEL, DESCRIPTION OF PRIZES, AND RETAIL VALUE OF EACH PRIZE].** Total prize value: [AMOUNT IN US DOLLARS]. Daily prizes: one prize per day, Lord of the Rings Set or Lord of the Rings Merchandise at a value of 25 USD each. Prize consists of only those items specifically listed as part of the prize. Overall Prize (Grand Winner Prize): one prize in total on the last day of the contest, Lord of the Rings Merchandise at a value of 100 USD. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner who could hold the beer stein the second longest without being disqualified.

7. **WINNER NOTIFICATIONS.** Each contestant must be at the booth by closing time to find out if they won on that day. If contestant does not show up until closing time the prize will be automatically transferred to the next contestant in line (having the second best beerstein holding time and so on).

8. **GENERAL TERMS.** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

9. **CHOICE OF LAW AND FORUM:** Contestant agrees that all matters arising out of or relating to this contest these Official Rules are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any of its conflict of laws provisions thereof. Contestant further agrees that any legal suit, action, or proceeding arising out of or relating

to this contest and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Austin, Texas.

10. **PRIVACY:** Information submitted with an entry is subject to the Privacy Policy stated on <https://www.baramundi.com/en-us/privacy-policy>. To read the Privacy Policy, *click here*.

11. **SPONSOR:** Baramundi Software USA, Inc., 30 Speen Street, Suite 401, Framingham, Ma 01701.

12. **WINNER LIST.** For the name of the prize winners, visit www.baramundi.com on or around November 17th, 2024. These Official Rules will be available by request at each Contest location.

13. **FORCE MAJEURE.** Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest or any particular Contestant selection is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest or particular Contestant selection as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Contest or a particular Contest selection as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failures, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court of jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest in its entirety or the affected portion of the Contest.

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